

September 30, 1998
rdskenmre
clerk 10/1/98

Introduced By: ROB MCKENNA
Maggi Fimia

Proposed No.: 98-613

MOTION NO. **10577**

1
2 A MOTION authorizing the County Executive to enter into
3 interlocal agreements with the city of Kenmore relating to
4 roads maintenance services and the transfer of county funds
5 for capital improvement projects.
6

7 WHEREAS, the city of Kenmore incorporated on August 31, 1998, and

8 WHEREAS, the county has and will provide the city with roads maintenance
9 services for the period of sixty days following incorporation without charge, as provided
10 under RCW 35.02.220, and

11 WHEREAS, the city desires to provide quality road maintenance and traffic control
12 services for its residents, and

13 WHEREAS, the county is able and willing to provide such roads and traffic
14 services for the city, and

15 WHEREAS, it is in the public interest that the jurisdictions cooperate to provide
16 effective and cost efficient transportation services, and

17 WHEREAS, the city requests the county transfer the remaining appropriated county
18 funds and any completed work for capital projects to the city, and

19 WHEREAS, the county is willing to comply with the city's request for the transfer
20 of county funds and completed work for capital projects to the city, and

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WHEREAS, under chapter 39.34 RCW, the city and the county are each authorized to enter into agreements for cooperative actions;

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

The county executive is authorized to execute interlocal agreements, substantially in the form attached, with the city of Kenmore for roads maintenance services and for transfer of funds for capital improvement projects.

PASSED by a vote of 11 to 0 this 19th day of October, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

[Signature]
Clerk of the Council

- Attachments: A. Interlocal agreement with Kenmore for road maintenance services
- B. Interlocal agreement with Kenmore for transfer of funds for capital improvement projects

10577

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KENMORE FOR PROVISION OF ROAD MAINTENANCE SERVICES

This Agreement is made and entered into this day by and between the City of Kenmore, hereinafter called "City," and King County, hereinafter called "County."

RECITALS

- A. The residents of the unincorporated King County area known as Kenmore have voted to become an incorporated city.
- B. The City desires to provide quality street maintenance and traffic control services for its residents.
- C. The City does not have the organization and personnel to provide such services at the present time.
- D. The County is able to provide such street and traffic services for the City.
- E. It is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services.
- F. Pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an Agreement for cooperative actions.

NOW, THEREFORE, the parties agree as follows:

1. Base Level Services

- 1.1 The County will provide street and traffic maintenance services, as identified in Exhibit 1, within the City limits, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated King County, as generally described in the goals identified in the King County Manual for Roads Maintenance Management, Chapters 3 and 6. Actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes. The County is a contractor for the City and will do what the City directs if the request is within its ability to provide.
- 1.2 Actual services provided by the County shall be of the type, nature and magnitude subsequently negotiated between the City and the County during annual budget and planning processes in which plans and budgets are adopted by legislation. After adoption, within the constraints of the base

level services program described, the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, whenever practicable, alter the work program as necessary. The County is a contractor of services only and does not purport to represent the City professionally other than in providing the services requested by the City.

- 1.3 Any changes to the level and scope of services provided through this Agreement, which would change the established budget commitment for labor, equipment and materials, shall be negotiated and agreed upon by a mutual, written Agreement of the County Road Services Division Manager and City Manager.

2. Discretionary Services

- 2.1 At the request of the City, the County will provide discretionary services as listed in Exhibit 2. Exhibit 2 may be amended from time to time by a mutual, written Agreement of the County Road Services Division Manager and City Manager. The amendment shall be appended to this Agreement.
- 2.2 Other discretionary services, defined as those services which provide an enhanced level of service beyond what is normally provided by the County in the unincorporated areas, and services resulting in installation of new traffic devices (such as traffic signs or pavement markings) or maintenance facilities (such projects which would increase the programmed service levels), will be furnished through the procedure identified in Exhibit 3.

3. County and City Coordination

- 3.1 The County will identify specific liaisons for both street and traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The City will identify a liaison for the same purposes. The liaisons will meet regularly to review the performance of this Agreement.
- 3.2 Emergency work to protect public safety and/or property will be handled as the County or City liaison deems necessary. Emergency work may include, but is not limited to, snow and ice control, slide debris removal, repair of flood damage to roads and road rights-of-way, repair of traffic signal

malfunctions, or replacement of downed stop signs. The City liaison will be informed and involved in the incident as soon as practicable.

3.3 The County shall, upon receipt of a copy of a right-of-way construction permit issued by the Property Services Division to a utility company for work to be done within the City limits, inspect the road restoration work completed by that company to ensure that it meets County/City standards.

3.4 Non-emergency citizen requests will be referred to the City. Examples of non-emergency services are listed in Exhibit 1, Section 2. The City will be responsible for prioritizing requests.

4. Personnel and Equipment

4.1 The County is acting herein as an independent contractor, so that:

- a. Control of personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff, shall be governed entirely by the County;
- b. Except as described in 4.3 below, all persons rendering service herein shall be for all purposes employees of the County.

4.2 The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of street and traffic services herein described and subsequently authorized by the City.

4.3 In the event the County uses contract services to perform one or more of the basic or discretionary services for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

5. Compensation

5.1 Costs.

- a. In consideration for both base and discretionary services provided by the County as set forth herein, the City promises to pay the County for actual costs (including direct labor, employee benefits, equipment rental, materials and supplies, utilities, and permits) and administrative overhead costs.

- b. Estimated costs for 1998 are shown in Exhibit 4. The City will be billed for actual costs when work is completed. Estimated costs for future years will be provided to the City as a part of annual budget discussions.
- c. The City shall pay the County for the full cost (including salary, benefits, supplies, materials, equipment, and administrative overhead costs) of providing the City with dedicated on-site rapid-response staff.

5.2 Billing.

- a. The County will bill the City monthly for the actual cost of providing basic, discretionary, emergency, and on-site staff services.
- b. The County will directly bill appropriate utility companies monthly for the cost of utility inspection services, and will send a copy of the bill to the City for informational purposes. The bill will reflect the hourly rate for utility inspection services, which includes administrative overhead. Questions about individual bills will be answered by the King County Utility Inspection Unit.
- c. Payments are due within 30 days of invoicing by the County.

5.3 Extraordinary Costs.

The City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

6. City Responsibilities

In support of the County providing the services described in Sections 1 and 2 above, the City shall:

- 6.1 Hereby confer the authority on the County to perform the street and traffic maintenance services within the City limits for the purposes of carrying out this Agreement.

- 6.2 Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and City related to property services.
- 6.3 Agree that when the County provides engineering and administrative services for the City, the County Road Services Division Manager may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with street administration.
- 6.4 Adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this Agreement (for example, road standards, speed limits and parking regulations).

7. Duration

- 7.1 This Agreement is effective upon signature by both parties, and shall remain in effect for the remainder of the calendar year in which it is signed and throughout the following calendar year.
- 7.2 This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless either party notifies the other in writing to terminate or make substantial changes to this Agreement by April 1 of the preceding calendar year. A substantial change shall constitute a change in the dollar level of the contract of +/- 10%. The terms and conditions of this Agreement shall renew from year to year unless such substantial changes are proposed in the manner described herein.
- 7.3 The City, at their option, may reduce or increase services up to 10% of the dollar level of the contract with 60 days written notice to the County.

8. Indemnification

8.1 By the County. The County agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, agents, and employees, from and against any and all claims, actions, suits, losses or liability, for injuries, sickness or death of persons, including employees of the County, or damage to property, arising out of any negligent act, error or omission of the County, its officials, agents or employees, in the performance of this Agreement, provided, however, that:

- a. The County's obligation to indemnify, defend and hold harmless the City shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officials, agents or employees;
- b. The County's obligation to indemnify, defend and hold harmless the City for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the County and the City, or of the County and a third party other than an official, agent or employee of the County, shall apply only to the extent of the negligence of the County, its officials, agents or employees; and
- c. In the event that any suit based upon such a claim, action, loss or liability is brought against the City, or the City and the County, and the County is obligated by this Agreement to indemnify, defend and hold harmless the City, the County shall defend the same at its sole cost and expense, provided that the City reserves the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the City, its officials, agents or employees, or any of them, or jointly against the County and the City and their respective officials, agents or employees, or any of them, the County shall satisfy the same, and all costs, expenses and attorney's fees.

8.2 By the City. The City agrees to indemnify, defend and hold harmless, the County, its elected and appointed officials, agents and employees, from and against any and all claims, actions, suits, losses or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any negligent act, error or omission of

the City, its officials, agents or employees, in connection with the performance of this Agreement, provided, however, that:

- a. The City's obligation to indemnify, defend and hold harmless the County shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the County, its officials, agents or employees;
- b. The City's obligation to indemnify, defend and hold harmless the County for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the City and the County, or of the City and a third party other than an official, agent or employee of the City, shall apply only to the extent of the negligence of the City, its officials, agents or employees;
- c. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility that arises from the existence, validity or effect of City ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall be responsible for the proportion of the damages, costs, expenses and attorney's fees that are attributable to the existence, validity or effect of City ordinances, rules or regulations; and
- d. In the event that any suit based upon such a claim, action, loss or liability is brought against the County, or the County and the City, and the City is obligated by this Agreement to indemnify, defend and hold harmless the County, the City shall defend the same at its sole cost and expense, provided that the County reserves the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the County, its officials, agents or employees, or any of them, or jointly against the County and the City and their respective officials, agents or employees, or any of them, the City shall satisfy the same, and all costs, expenses and attorney's fees.

- 8.3 The parties agree that their obligations under this Section extend to any claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available

against such claims under the industrial insurance provisions of Title 51 RCW.

8.4 The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

9. Non-discrimination

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement affirmative action programs that meet the applicable federal standards.

10. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the County or the City during the term of this contract and three (3) years after termination.

11. Amendments

The Agreement may be amended at any time by mutual, written Agreement of the signatories of this Agreement.

12. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

13. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems, which cannot be dealt with by the County and City liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Road Division and the Office of

Kenmore Interlocal Agreement: Road Services

Financial Management. The County and City liaisons will meet periodically, with either party authorized to call additional meetings with ten days written notice to the other.

Any problem, which cannot be resolved by the parties' designated representatives, shall be referred to the City Manager and the King County Road Services Division Manager for settlement.

14. Non-waiver

Waiver of any default or breach of this agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written agreement of the signatories hereto.

15. Invalid Provisions

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.

IN WITNESS THEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF KENMORE

King County Executive

City Manager

(Date)

(Date)

Approved as to Form

Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

(Date)

(Date)

September 17, 1998

Exhibit 1

Base Level Services - King County proposes to provide street and traffic maintenance services within the city limits of Kenmore at the levels described in Section 1 of the Agreement, as follows (actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes; the County is a contractor for the City and will do what the City directs if the request is within its ability to provide):

1. Street Maintenance - The following are examples of services and roadway features, which may or may not be considered street maintenance services provided by the County. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features. The County is not responsible for, and will not conduct any reconstruction or maintenance whatsoever to City sidewalks, unless specifically requested to do so in writing by the City.
 - 1.1. Travelled Way/Roadway Surface: Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
 - 1.2. Shoulders: Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
 - 1.3. Drainage: Installation of drainage pipe, curb, catch basins, culvert headers/trash racks, hand ditching, drainage pipe repair, catch basin, manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, Ditchmaster ditch cleaning.
 - 1.4. Structures: Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls, rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
 - 1.5. Traffic and Pedestrian Facilities: Concrete sidewalk installation, sidewalk/walkway repair (if requested by the City, i.e. Exhibit 1, paragraph 2, lines 6-8), hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.

September 17, 1998

- 1.6. Roadside: Landscape restoration, slope/shoulder mowing, litter pickup, hand brushing, danger tree removal, landscape maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside and spraying, tansy ragwort spraying, washout repair.
2. Traffic Maintenance - The following are examples of services and roadway features, which may or may not be considered traffic maintenance services provided by the County. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features.
 - 2.1. Sign Maintenance: Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated posts, relocating signs for visibility or pedestrian safety, maintenance of vandalized signs or signs damaged by vehicle accidents, inspection of signs to check for reflectivity, cutting or trimming bushes or limbs blocking visibility, removal of signs when appropriate.
 - 2.2. Crosswalks: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
 - 2.3. Stop Bars: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
 - 2.4. Arrows/Legends: Remarking worn arrows, removing when appropriate.
 - 2.5. Curb Painting: Maintenance of curbing, islands, and parking stalls.
 - 2.6. Raised Pavement Markers: Removal and replacement of raised pavement markers or rumble bars.
 - 2.7. Striping: Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.
 - 2.8. Street Lights: Replacement of light bulbs in existing street lights not maintained by power companies, repair and replacement of street light heads, poles or wiring.
 - 2.9. Utility Locating: Locating underground traffic facilities for utilities or other digging operations.

- 2.10 Signal Maintenance: Replacing and cleaning light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, checking and adjusting signal timing, examining traffic signal operation to assure it is operating as intended, inspecting hardware for wear or deficiencies, testing and repairing of electronic control devices and components, repair or replacement of signal and flasher displays, supports or wiring external to controller cabinet, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.
- 2.11 Flasher/Crosswalk Preventative Maintenance: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

Traffic and street maintenance service levels as set by the City shall reflect City policies and may or may not be similar to County policies. The City shall be solely responsible for setting service level policies for all roadway features. The County is merely a contractor for purposes of implementation of City policy.

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Exhibit 2

Discretionary Services

King County proposes to provide the following road discretionary services within the city limits of Kenmore at the same level, degree and type as is customarily provided by the County in the unincorporated areas; actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all discretionary services. The County is not responsible for, and will not conduct, any reconstruction or maintenance whatsoever to City sidewalks unless specifically requested to do so in writing by the City.

- Inspection of construction by utility companies to ensure that road restoration is done to County/City standards.
- Continuously update the approximately 11 engineering maps within City boundaries to reflect new roadways and plats.
- Update and maintain road log inventory.
- Update and maintain the Pavement Management System (PMS) for streets within the City limits.

Exhibit 3

Discretionary Services Request Process

1. Request for services is received or identified by the City.
2. City determines if it is a discretionary or basic service request. If a discretionary request, City liaison fills out a Request for Discretionary Road Maintenance Service Form A (attached).
3. City Manager or designee signs Form A under the "Authorization for Request of Discretionary Service" section.
4. Form A is faxed to the County liaison.
5. County liaison delegates the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the discretionary request is filled in by the appropriate section representative (Form B includes the recommended action, cost estimate, work order number and proposed schedule -- see attached).
7. The County Road Services Division Manager reviews the request and signs if approved. The signed Form B is forwarded to the City and to the section that will accomplish the work.
8. If the cost estimate is over \$500, Form B is faxed back to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. Once Form B has been completed and returned to the appropriate section, the work is begun.
10. When the work has been finished, a copy of the completed work order is mailed or faxed to the City.
11. The County and City liaisons maintain a file of completed Work Orders and copies of the discretionary service request forms.
12. The County liaison maintains a tracking system of the discretionary service requests and provides the City with an updated copy at least quarterly.

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KENMORE
REQUEST AND APPROVAL FOR DISCRETIONARY
ROAD MAINTENANCE SERVICES

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Discretionary Service:

Kenmore Authorized Signature

Date

FORM B

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Manager, Road Services Division

Date

Kenmore Authorized Signature
(if cost is over \$500.00)

Date

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Option	Task	Task Description	Inventory	Inventory Descr	Annual Work Quantity	Crew Day Accompl.	Meas Units	Crew Days	Labor Days	Labor Cost	Equip. Cost	
DRAINAGE	140	INSTALL DRAINAGE	57	ALL ROADWAY	386	90	LF	4	31	10,408	1,594	
	162	INSTALL CATCHBASIN, TYPE II	57	ALL ROADWAY	1	0.9	EA	1	6	2,108	307	
	163	INSTALL CATCHBASIN, TYPE I	57	ALL ROADWAY	5	2.5	EA	2	13	4,324	622	
	183	INSTALL HEADERS/TRASH RACKS	1,375	CROSS/ACCESS PIPE	2	4	EA	2	2	533	7	
	234	HAND DITCHING	114,342	OPEN DITCH	80	200	LF	1	1	237	14	
	240	REPLACE/REPAIR DRAINAGE PIPE	215,387	ENCLOSED DITCH	258	40	LF	6	42	14,064	2,734	
	241	CLEAN CATCH BASIN - VACTOR	1,914	CATCH BASIN	502	38	EA	13	30	9,743	6,324	
	242	BLADE DITCHING/SHLDR PULLING	114,342	OPEN DITCH	6,563	4,500	LF	1	13	4,396	1,883	
	244	CLEANING ENCLOSE DRAINAGE	1,375	CROSS/ACCESS PIPE	2,710	400	LF	7	15	5,000	2,608	
	245	HAND CLEAN DRAIN	1,375	CROSS/ACCESS PIPE	267	40	EA	7	15	4,458	174	
	246	PIPE MARKING	706	CROSSTILE	234	100	EA	2	6	1,909	8	
	249	DRAINAGE PREPARATION	57	ALL ROADWAY	30	8	LH	4	4	1,422	96	
	253	REPAIR CATCHBASIN, TYPE I & II	1,914	CATCH BASIN	10	2.5	EA	4	11	3,376	500	
	254	RPR/RL HEADERS/TRASH RACKS	1,375	CROSS/ACCESS PIPE	5	3.5	EA	1	3	1,055	12	
	288	BUCKET DITCHING	114,342	OPEN DITCH	3,979	550	LF	7	42	13,754	2,811	
	291	REPLACE CB TYPE I & II	1,914	CATCH BASIN	6	0.9	EA	6	43	14,445	2,107	
	402	EROSION CONTROL	46	MOWABLE SLOPE	74	96	TON	1	6	2,062	74	
	405	REPL CB-MANHOLE LIDS	1,914	CATCH BASIN	9	6	EA	2	2	463	4	
	484	DITCH-MASTER DITCHING	114,342	OPEN DITCH	3,339	2,500	LF	1	6	1,858	2,136	
			SUBTOTAL								95,615	24,977
	TRAFFIC & PEDESTRIAN SERVICES	151	INSTALL CONCRETE	57	ALL ROADWAY	1	5.5	SY			274	
		251	REPAIR SIDEWALKS/WALKWAYS	52,712	PCC/CONCRETE WKY	5	22	SY	1	1	284	
		259	HAZARDOUS MATERIAL CLEANUP	57	ALL ROADWAY	439	500	SY	1	3	913	
		260	STREET SWEEPING	44	CURB/GUTTER	439	15	LM	29	37	13,359	15,000
		261	STREET FLUSHING	114	ALL PAVED RDWY	1	5	LM	1	1	177	
		280	SNOW & ICE CONTROL	57	ALL ROADWAY	240	52	LM	5	29	9,824	4,739
		441	BARRICADING AND TRAFFIC CTRL	57	ALL ROADWAY	6	10	EA	1	2	603	3
				SUBTOTAL							25,434	20,222
		ROADSIDE	167	LANDSCAPE RESTORATION	57	ALL ROADWAY	6	16	LH			210
177			HYDROSEEDING / MULCHER	114,342	OPEN DITCH	3,202	2,800	SY	1	5	1,644	58
262			SLOPE / SHOULDER MOWING	46	MOWABLE SLOPE	62	6	PM	10	30	9,704	3,470
267	HAND BRUSHING		54,122	MOWABLE SLOPE	92	24	LH	4	12	3,511	76	
268	DANGER TREE REMOVAL		57	ALL ROADWAY	1	2.5	EA	1	1	177		
269	LANDSCAPE MAINTENANCE		57	ALL ROADWAY	67	134	SY	1	2	616	7	
271	LITTER CLEAN-UP		63	ALL SHOULDER	3,001	1,000	LB	3	8	2,318	28	
272	SLIDE REMOVAL		57	ALL ROADWAY	118	90	CY	1	8	2,687	75	
281	ORNAMENTAL TREE MTCE		57	ALL ROADWAY	37	15	EA	2	6	1,885	33	
293	ROADSIDE/GUARDRAIL SPRAYING		15	MOWABLE SLOPE	1,357	3,500	SY	1	1	266	33	
295	TANSY RAGWORT HERBICIDE		57	ALL ROADWAY	797	2,500	SY	1	1	227	1	
460	HYDROSEEDING / MULCHER		114,342	OPEN DITCH	3,202	2,800	SY	1	5	1,644	58	
292	HAND MOWING		2,613	PLANTER STRIP	3,272	1,760	SY	2	6	1,653	15	
		SUBTOTAL							26,542	7,092		
SHOULDERS	70	SHLDR RESTORATION	57	ALL ROADWAY	590	3,000	LF			437		
	128	SHOULDER PAVING	63	ALL SHOULDER	39	96	TON			1,646	59	
	217	CURB & GUTTER REPAIR	44	CURB/GUTTER	22	40	LF	1	3	813	4	
	235	SHOULDER GRADING	44	GRAVEL SHOULDER	8	6.5	SH	1	6	2,023	80	
	236	SHOULDER RESTORATION	231,321	GRAVEL SHOULDER	25,445	4,000	LF	6	32	10,738	4,631	
	287	SHOULDER SPRAYING	63	ALL SHOULDER	70	30	SH	2	5	1,660	10	
	483	EXTENDING PAVEMENT EDGE	57	ALL ROADWAY	4	30	TON			360	13	

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Option	Task	Task Description	Inventory	Inventory Descr.	Annual Work Quantity	Crew Day Accompl.	Meas. Units	Crew Days	Labor Days	Labor Cost	Equip. Cost
		SUBTOTAL								17,677	6,417
STRUCTURES	132	INSTALL ROCK RETAINING WALLS	57	ALL ROADWAY	10	30	TON		2	784	
	136	INSTALL GABION RETAINING WALL	57	ALL ROADWAY	5	24	CY		2	525	
	141	INSTALL RIP RAP	63	ALL SHOULDER	13	96	TON		1	373	
	157	INSTALL GUARDRAIL	57	ALL ROADWAY	57	112	LF	1	3	938	
	166	INSTALL FENCING	57	ALL ROADWAY	6	112.5	LF			76	
	188	INSTALL MEDIAN BARRIER WALLS	57	ALL ROADWAY	6	380	LF			19	
	250	REPAIR/PLACE ROCK WALLS	3,049	RETAINING WALLS	12	18	TON	1	4	1,317	
	257	INSTALL/REPAIR GUIDEPOSTS	63	ALL SHOULDER	8	20	EA		1	227	
	258	REPAIR GUARD RAIL	12,616	GRDRAIL, BARRICADE	235	60	LF	4	15	4,507	
	406	REPAIR REPLACE GABION WALLS	8,132	RETAINING WALLS	21	24	CY	1	7	2,371	
	407	REMOVE GUARD RAIL POST	12,616	GRDRAIL, BARRICADE	15	50	EA		2	529	
	408	REPAIR FENCING	57	ALL ROADWAY	21	18	LF	1	3	941	
	418	BRIDGE DECK RESURFACE	777	BRIDGE DECK	7	90	TON		1	312	
	419	BRIDGE RAIL REPAIR	777	BRIDGE DECK	6	40	LF		1	226	
	420	BRIDGE DEBRIS REMOVAL	3	BRIDGES --	3	40	CY			156	
	421	BRIDGE STRUCTURAL REPAIR	3	BRIDGES --	98	66	LH	1	12	3,943	
	422	BRIDGE SURFACE CLEANING	3	BRIDGES --	45	600	SY			87	
	423	BRIDGE CONDITION SURVEY	3	BRIDGES --	4	4	EA	1	2	1,055	
	445	BRIDGE-EROSION CONTROL	3	BRIDGES --	27	130	CY		1	390	
	447	BRIDGE DECK REPLACEMENT	777	BRIDGE DECK	4	30	SY		1	232	
		SUBTOTAL								19,008	2,700
RAVELLED ROADWAY SURFACE	124	ROADWAY SHOULDER PREP	57	ALL ROADWAY	330	650	SY		6	2,071	
	126	ROADWAY PRE LEVEL	57	ALL ROADWAY	19	150	TON	1	2	604	
	127	ASPHALT CONCRETE PAVING	57	ALL ROADWAY	47	100	TON		6	2,013	
	144	SQUARE CUT PATCH	57	ALL ROADWAY	8	12	TON	1	5	1,592	
	213	ROADWAY PREPARATION	57	ALL ROADWAY	517	2,950	SY		2	714	
	220	DEBRIS SORTING	57	ALL ROADWAY	29	10	LH	3	3	1,265	
	221	CRACK POURING	111	A/C AND PC	2,888	550	LF	1	6	1,750	
	224	DEBRIS REMOVAL	57	ALL ROADWAY	392	80	CU	5	5	1,763	
	225	GRAVEL PATCHING	57	ALL ROADWAY	17	15	TON	1	3	1,076	
	226	PRELEVEL	56	A/C & LIGHT BIT	362	350	TON	1	12	4,214	
	227	ASPHALT CONCRETE OVERLAY	57	ALL ROADWAY	84	120	TON	1	8	2,855	
	229	REMOVE/REPLACE PCC PVMT	17,470	PCC ROADWAY	9	37.5	SY		1	387	
	230	SQUARE CUT PATCH	56	A/C & LIGHT BIT	125	20	TON	5	49	16,330	
	231	POTHOLE PATCHING	56	A/C & LIGHT BIT	44	5	TON	9	19	5,965	
	443	AC SURFACE PATCH	63	ALL SHOULDER	7	19	TON	2	2	669	
		SUBTOTAL								43,268	14,500
ADMINISTRATION	243	EQUIPMENT CLEANUP	57	ALL ROADWAY	27	10	EA	3	5	1,601	
	273	MANAGEMENT	57	ALL ROADWAY	462	8	LH	58	58	26,453	
	274	MAINTENANCE REQUEST	57	ALL ROADWAY	234	11	EA	21	21	9,740	
	275	ROAD PATROL	57	ALL ROADWAY	223	8	LH	28	28	11,759	
	285	TRAINING SAFETY	57	ALL ROADWAY	147	21.84	LH	7	32	10,148	
	409	DOWNTIME	57	ALL ROADWAY	42	8	LH	5	5	1,840	
		SUBTOTAL								61,541	3,300
		GRAND TOTAL								289,085	79,400

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KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION

FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

ANIZATION #1692 CONTRACT CITIES BASIC MTC

FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	CREW-DAY UNIT ACCOMP MEAS	PROGRAM CREW DAYS	LABOR COST	EQUIPMENT COST	MATERIAL COST
TRAFFIC MAINTENANCE PREP 62 ALL RDWAY SURFACE TF	12	8	LH 1	1	358	
CONDUIT J/B REPAIR/REPLACE 2,400 CONDUIT JB REPAIR/RE	57	108	LF 1	1	436	102
SIGN MAINTENANCE 1,295 ALL SIGNS	815	15	EA 54	54	19,417	2,629
SIGNS WASHED 1,295 ALL SIGNS	100	137	EA 1	1	378	52
THERMOPLASTIC PAVEMENT MKG 8,914 ALL THERMOL--PLASTIC	4,907	700	SF 7	21	7,393	2,473
PEDESTRIAN MODULE REPLACEMENT 4 ALL SIGNALS	3	4	EACH 1	1	179	27
PAINTING MISC. 63 STRIPING MILES	85	1,109	LF 1	1	54	6
BUTTON REPLACEMENT 62 ALL RDWAY SURFACE TF	401	1,325	EACH 1	1	426	29
SIGNAL LAMP REPLACEMENT 160 ALL HEADS SIGNAL/FLA	160	44.70	EA 4	7	2,260	241
SIGNAL TIMING 4 ALL SIGNALS	1	2	EA 1	1	12	
EMERGENCY LAMP REPLACEMENT 160 ALL HEADS SIGNAL/FLA	1	2	EACH 1	1	149	18
SIGNAL PREVENTIVE MTC 4 ALL SIGNALS	24	3	EA 8	8	3,284	342
SIGNAL CONTROLLER REPAIR 4 ALL SIGNALS	9	4	EA 2	2	940	196
POLE REPLACEMENT 4 ALL SIGNALS	1	1	EACH 1	1	8	1
SIGNAL HEAD REPLACEMENT 160 ALL HEADS SIGNAL/FLA	2	2	EACH 1	1	126	15

***** A C T I V I T Y *****
/ROAD INVENTORY

***** W O R K P R O G R A M *****
ANNUAL CREW-DAY UNIT CREW LABOR

***** A N N U A L *****
LABOR EQUIPMENT MATERIAL

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KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION
FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

ANIZATION #1692 CONTRACT CITIES BASIC MTC

FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	WORK QTY	ANNUAL CREW-DAY UNIT	ACCOMP MEAS	PROGR M	CREW LABOR DAYS	LABOR COST +	EQUIPMENT COST +	MATERIAL COST
E STRIPING								
63 STRIPING MILES-----	71	36	MI	2	8	2,788	1,106	8,088
E SIGNAL ELECTRICAL REPAIR								
4 ALL SIGNALS -----	7	4	EACH	2	3	1,368	112	905
E LOOP SEALING								
80 SIGNAL LOOPS -----	4	25	EACH			101	44	15
E STREET LIGHT - REPLACE BULBS								
62 ALL RDWAY SURFACE TF		10				11	1	3
E STREET LIGHT REPAIR/REPLACE								
62 ALL RDWAY SURFACE TF	2	6	EACH	1	1	232	19	45
E LOOP RESAWING								
80 SIGNAL LOOPS -----	8	6	EACH	1	3	746	327	131
E CONFLICT/OPTICOM TEST								
4 ALL SIGNALS -----	4	8	EACH	1	1	282	21	
E SIGNAL BENCH TEST-F/O								
4 ALL SIGNALS -----	1	8	LH			43		
E PRE-EMPTION MAINTENANCE								
4 ALL SIGNALS -----	4	5	EACH	1	2	533	67	399
E UTILITY LOCATING								
4 ALL SIGNALS -----	12	6	EALC	2	2	809	84	
E VEHICLE DETECTION REPAIR								
80 SIGNAL LOOPS -----	8	4	EACH	2	4	1,585	326	201
E SIGNAL CABINET REPLACE								
4 ALL SIGNALS -----	1		EACH			84	9	7999
E TRAFFIC COUNTER REPAIR								
2 NUMBER OF COUNTERS -	4		EA			34	4	61
4E FLASHER PREVENTIVE MTC								
2 ALL FLASHERS -----	3	8	EA	1	1	272	22	7
5E SMALL HARDWARE REPAIR								
4 ALL SIGNALS -----	11	5	476	2	2	940	98	929

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KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION

FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

ANIZATION #1692 CONTRACT CITIES BASIC MTC

FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	W O R K P R O G R A M	CREW LABOR	MEAS	DAYS	LABOR COST	EQUIPMENT COST	MATERIAL COST
PAVEMENT MARKING REMOVAL	219	231	SF	1	2	667	46	
8,914 ALL THERMOL--PLASTIC								
SIGN INSPECTION	44	16		3	6	1,938	133	
62 ALL RDWAY SURFACE TF								
SIGNAL LOOP SPLICING	7	10	EACH	1	1	272	28	
80 SIGNAL LOOPS								

92 CONTRACT CITIES BASIC MTC

TOTALS:

134

48,111

8,591

21,9

102927

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KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION

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FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

ANIZATION #1693 CONTRACT CITIES DISCRETIONARY FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW

COUNTY WIDE

E	DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	W O R K P R O G R A M	CREW LABOR MEAS	DAYS	LABOR COST	EQUIPMENT COST	MATERIALS COST	TOTAL COST
E	INSTALL NEW SIGNS	52	8.75 EACH	6	6	2,107	290	2,111	2,111
E	INSTALL PLASTIC PAVEMENT MARK	1,180	700 SF	2	5	1,778	373	91	91
E	INSTALL OVERHEAD SIGNS	1	4 EACH			76	9	8	8
E	PAINTING LOTS-CURBS	6	1,109 LF			4	1		1
E	INSTALL BUTTONS	55	1,325 EACH			58	4	6	6
E	INSTALL VEHICLE DETECTION	1	.50 EACH	3	8	2,181	284	6,70	6,70
E	NEW STRIPING	1	136 MI			39	15	11	11

3 CONTRACT CITIES DISCRETIONARY

TOTALS:

19 6,244 976 10,000

OFFIC SIGNALS & SIGN MAINT

TOTALS:

12 54,355 9,567 31,92

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KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION

FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

AMARY REPORT

FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW

COUNTY WIDE

***** A C T I V I T Y *****
/ROAD INVENTORY
DE DESCRIPTION/FEATURE MAINTAIN

***** W O R K P R O G R A M *****
ANNUAL CREW-DAY UNIT CREW LABOR
WORK QTY ACCOMP MEAS DAYS DAYS

***** A N N U A L
LABOR EQUIPMENT MATERI
COST + COST + COST

02 CONTRACT CITIES BASIC MTC

TOTALS: 134 48,111 8,591 21,9

03 CONTRACT CITIES DISCRETIONARY

TOTALS: 19 6,244 976 10,0

AFFIC SIGNALS & SIGN MAINT

TOTALS:

12

54,355

9,567

31,92

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Attachment B

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY
OF KENMORE RELATING TO TRANSFER OF FUNDS FOR CAPITAL
IMPROVEMENT PROJECTS**

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as "the County," and the City of Kenmore, a municipal corporation of the State of Washington, hereinafter referred to as "the City."

- A. The City incorporated and commenced operations on August 31, 1998.
- B. Prior to the City's incorporation, the County had planned and had budgeted funds for certain road improvement projects (CIP), hereinafter referred to as "the Projects" and listed on Attachment I.
- C. The County funds appropriated and remaining for project #C63147 as of the City's incorporation is \$350,000.
- D. The County funds appropriated and remaining for project #100193 as of the City's incorporation is \$32,125.
- E. The details and stipulations governing County funds appropriated and remaining for project #100395 are outlined under a separate Interlocal Agreement.
- F. The City requests the County to transfer the remaining County appropriated funds and any completed work for the Projects to the City.
- G. The County is willing to comply with the City's request for the transfer of County funds and completed work for the Projects to the City.

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this agreement by the parties, the County shall transfer to the City the balance of County funds appropriated for the Projects as listed on Attachment I for a total of \$382,125 in 1998 dollars.
- 1.2 Upon the transfer of County appropriated funds for the Projects to the City, the parties agree that these funds constitute all the funds to be provided to the City for the development and improvement of roadway

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purposes within the City. The County shall have no further commitment or obligation to support the Projects listed on Attachment I, except as expressly set forth herein.

- 1.3 The County shall provide the City with any plans and specifications the County has developed for the Projects listed on Attachment I.

2. CITY RESPONSIBILITIES

- 2.1 The City agrees to use the County funds transferred to it by the County for specific road improvement projects and for no other purpose. Such use may include operation, maintenance, design, project management, project administration, and construction or road improvements. For County funds transferred from project #C63147, the City agrees to use the funds for pedestrian facilities only, but not restricted to be used on NE 181st Street.
- 2.2 The parties acknowledge that the City will assume complete responsibility for operations, maintenance, repairs, improvements, and administration for any of the Projects selected for completion.
- 2.3 The City agrees to refund in full any County appropriated funds transferred for the Projects which are used for purposes not authorized by this Agreement plus interest at market value.
- 2.4 The City shall be responsible for following all applicable Federal, State, and local laws, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process. The City further assures that if it does not have its own minority and women business enterprise (M/WBE) utilization program, that it will comply with the requirements of King County's M/WBE program as codified in K.C.C. 4.18. In addition to M/WBE utilization, the City assures that its contracting practices are consistent with the policies and procedures of fair employment and affirmative action as codified in K.C.C. 12.18 and K.C.C. 12.16.

3. DURATION

This agreement shall be effective upon execution by both parties, and shall continue in force until the funds to be transferred have been expended in accordance with the terms of this agreement, or until this agreement is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

Washington State law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this agreement. No liability shall be attached to the City or County by reason of entering into this Agreement except as expressly provided herein.

5. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the City or the County at the requesting party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

6. WAIVER OR AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement shall not be modified or amended except by an instrument, in writing, signed by the parties hereto.

7. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereof and any representation or understandings, whether oral or written, not incorporated herein are excluded.

8. CONTRACT ADMINISTRATION

8.1 The parties shall appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County and City's liaisons. Each party shall notify the other in writing of its designated representatives. Either party is authorized to call meetings with ten days written notice to the other.

8.2 Any problems which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the County Road Services Division Manager.

9. INVALID PROVISION

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement on the date last written below.

KING COUNTY

CITY OF KENMORE

King County Executive

City Manager

(Date)

(Date)

Approved as to Form

Approved as to Form

King County Deputy Prosecuting
Attorney

City Attorney

(Date)

(Date)

**CITY OF KENMORE
CIP PROJECT SUMMARY**

Project #	Location	Life to Date Budget	Expenditures as of 8/15/98	Remaining Budget	Comments
100193	68th Ave NE from NE 181St to NE 185th St	\$ 535,795	\$ 503,670	\$ 32,125	
C63147	NE 181st St walkway	\$ 404,133	\$ 54,133	\$ 350,000	Remaining funds must be pedestrian facilities.
	Totals	\$ 939,928	\$ 557,803	\$ 382,125	