

MOTION NO. 8526

A motion authorizing an amendment to an interlocal agreement between King County and the City of Federal Way relating to road division services for capital improvement projects.

WHEREAS, King County and the City have previously entered into an interlocal agreement relating to road division services for capital improvement projects that provide the jurisdictions will cooperate to provide efficient, cost-effective transportation services, and

WHEREAS, that agreement set forth the rights and responsibilities for the City and County with regard to capital improvement projects, and

WHEREAS, the parties are desirous of amending the responsibilities and duties of the parties as they relate to capital improvement project 502088 (Southwest 356th Street), and

WHEREAS, paragraph 15 of the original interlocal agreement provides that the original agreement may be amended at any time by mutual written agreement of the parties, and

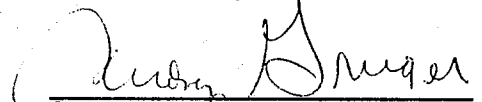
WHEREAS, it would be in the best interests of the citizens of King County and Federal Way if, for this identified project, the public works services can be contracted through a competitive bidding process;

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

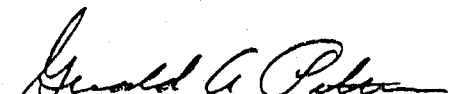
The King County executive is authorized to execute an amendment to a previous interlocal agreement between King County and the City of Federal Way relating to roads division services for capital improvement projects in substantially the same form as attached.

PASSED this 24th day of February, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF FEDERAL WAY RELATING TO ROAD DIVISION SERVICES FOR CAPITAL IMPROVEMENT PROJECTS.

This amendment modifies that certain Interlocal Agreement between King County, a home-rule, charter County, political subdivision of the State of Washington, hereinafter referred to as the "County" and the City of Federal Way, municipal corporation of the State of Washington, hereinafter referred to as "the City", entitled Interlocal Agreement Between King County and the City of Federal Way Relating to Road Division Services for Capital Improvement Projects, entered into July 10, 1990.

WHEREAS, the County and City have previously entered into an Interlocal Agreement Relating to Road Division Services for Capital Improvement Projects that provides that the jurisdictions will cooperate to provide efficient, cost-effective transportation services; and

WHEREAS, that agreement set forth the rights and responsibilities for the City and County with regard to capital improvement projects; and

WHEREAS, the parties are desirous of amending the responsibilities and duties of the parties as it relates to Capital Improvement Project #502088 (Southwest 356th Street); and

WHEREAS, Paragraph 15 of the original Interlocal Agreement provides that the original agreement may be amended at any time by mutual written agreement of the parties; and

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interest of the citizens of their respective jurisdictions and mutual benefit to their public works departments if, for this identified Project, the Public Works services can be contracted through a competitive bidding process; and

WHEREAS, the parties hereto desire and enter into a cooperative agreement wherein the parties can share bidding information and responsibility for bid processes for this Project;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. Applicability

This amendment relates solely to the procedures for that Capital Improvement Project known as Southwest 356th Street, Phase I, hereinafter referred to as the "Project", and as identified as Capital Improvement Project #502088 in Attachment 1 of the original King County/Federal Way Interlocal Roads Agreement, attached hereto in relevant part as Exhibit "A".

2. Joint Responsibilities

- a. The parties hereto, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, do hereby agree to cooperate in the competitive bidding and acquisition of the public works services and equipment for this identified Project. Parties acknowledge that the County has issued bid and contract documents relating to this Project as of December 26, 1991. Once bidding for the Project has been finalized, it is agreed that bids will be accepted and reviewed by the County at the staff level. King County staff analysis of the apparent low bidder will be transmitted to Federal Way Staff. Following this transmittal, the City will make its individual contract award including notification to participating parties, and any subsequent contract, if any is awarded, will be entered into by the City directly with the successful supplier or contractor.
- b. The County and City agree that each party has no liability for the warrantability of the contracted services. King County shall have no responsibility for selection of the contractor.
- c. Parties acknowledge that the County accepts no responsibility for the performance of any Public Works contracts by the contractor and accepts no responsibility for the payment of the purchase price in a contract entered into by the City with the contractor.
- d. The City desires to include certain additional or changed specifications or project descriptions within the existing bid notice, advertisement and contract documents. The City shall be responsible for forwarding its additional specifications to the County within a timely manner, in order to complete any addendum or any amended bid notice, advertisement and construction documents.

3. County Responsibilities

The County will provide services as required to complete this capital Project within the City limits as follows:

- a. Advertise the contract documents currently let for bid for this Project on December 26, 1991.
- b. Continue all bid acceptance duties relating to the Project bid documents as they now exist, or as may be amended.
- c. Provide analysis of the apparent low bidder to the Federal Way City staff for award of the final bid for this Project.
- d. Disburse to the City of Federal Way, as required for construction administration, the balance of all County funds originally committed to this project net of expenditures per Attachment 1 of the original Interlocal Agreement based on the closing date which will be the end of the month following date of transmittal. Any bills received by the County for charges incurred prior to the closing date shall be included in the monthly billing.
- e. Disburse to the City a refund for amount charged to the City of Federal Way for CIP overhead amount based upon the City's assumption of the construction administration of this project.
- f. Make available to the City of Federal Way necessary engineering, design, and Real Property personnel for technical assistance associated with the bid and construction contract administration services as agreed to by the County Road Engineer and Federal Way Public Works Director. The City shall reimburse the County for actual costs (including direct labor, employee benefits, equipment rental and related materials) and administrative overhead costs, which are 29% for 1992.
- g. The cost of the services described in this section shall be billed monthly.
- h. Make available, if requested by the City, appropriate County personnel to perform the following services:
 - (i) Review submitted bids for compliance with King County Affirmative Action Program.
 - (ii) Review submitted bids for compliance with King County procurement policies.
 - (iii) Review contractor compliance with ongoing reporting requirements of King County Affirmative Action Program.

- (iv) Provide construction inspection services for the illumination and signalization portions of the contract as described on sheets 50 through 65 of the contract plans and Pages G-72 through G-89 of the special provisions. The City shall reimburse the County for these services as described in Paragraph f above.

4. City Responsibilities

The City will assume the following services as required to complete the capital Project within the City limits as follows:

- a. Construction contract administration services, including holding preconstruction conference and inspection of contractor work to ensure compliance with standards and plans.
- b. Handling of day-to-day project management, including processing of work orders, change orders, and contractor progress payments, and response to day-to-day project implementation matters.
- c. Contract for any services to be provided in the course of this Project which may include consultants for professional services. All supervision and inspection of any contractor's work shall be performed by the City and/or through City consultants or contracted services.
- d. Receive funds identified for this Project as referenced in Section 3.d. based upon the Scope of Work identified for this Project in the original Interlocal Agreement, Attachment 1, and Exhibit "A" hereto. The City will assume the acceptance and administration of the funds awarded for construction from the State of Washington Transportation Improvement Board by letter dated October 22, 1991, for Transportation Improvement Project TIB #8-1-017(59), (Southwest 356th Street project only).
- e. The City shall reimburse the County for the services described in Section 3 within 30 days of invoicing by the County.

5. Effectiveness of Original Agreement

All other terms and conditions of the original Interlocal Agreement between King County and the City of Federal Way Relating to Road Division Services for Capital Improvement Projects not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this

_____ day of _____, 1992.

KING COUNTY

CITY OF FEDERAL WAY

King County Executive

J. Brent McFall, City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County Prosecuting Attorney

City Attorney