

1

September 1, 1999
BSS:bss
MotionYork2

Introduced By: Rob McKenna

Proposed No.: 1999-0490

2

MOTION NO. **10757**

3

A MOTION authorizing the King County Executive to enter into an interlocal agreement between King County and the city of Redmond to share costs equally on design and construction of capital improvements to the York Bridge.

4

5

6

7

8

WHEREAS, King County and the city of Redmond have joint ownership and mutual financial responsibility for all improvements to the York Bridge, and

9

10

WHEREAS, capital improvements to the bridge are necessary to ensure public safety by correcting a functionally obsolete and structurally deficient bridge, and

11

12

WHEREAS, THE *King County 1998 Transportation Needs and the 1998 Annual Bridge Reports* identified the need for the York Bridge project, and

13

14

WHEREAS, the city agrees to enter into an agreement with King County to share costs equally on such capital improvements; and

15

16

WHEREAS, King County has initiated and funded Capital Improvement Project #100298 to prepare a design report and subsequently construction plans;

17

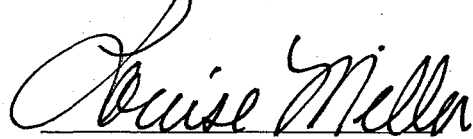
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

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

The county executive is hereby authorized to execute the attached interlocal agreement, substantially in the form of the attached, with the city of Redmond, to share costs equally on capital improvements to the York Bridge.

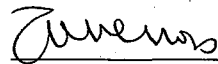
PASSED by a vote of 13 to 0 this 13th day of September, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Chair

ATTEST:



Clerk of the Council

Attachments: An Interlocal Agreement between King County and the City of Redmond for designing and constructing improvements to the York Bridge.

INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF REDMOND
FOR DESIGNING AND CONSTRUCTING
IMPROVEMENTS TO THE YORK BRIDGE

THIS AGREEMENT is entered into between King County ("the County") and the City of Redmond ("the City") for the purpose of designing and constructing improvements to (replacement or rehabilitation) and acquiring property, if needed, for the York Bridge ("the Project").

RECITALS

- A. The York Bridge is located on NE 116th Street across the Sammamish River, placing one-half the bridge in Redmond and one-half in King County, and is jointly owned by both jurisdictions. Improvements to the York Bridge are necessary to ensure public safety by correcting a functionally obsolete and structurally deficient bridge. The main deficiencies involve load capacity limitations; narrow lanes and shoulders; no provision for non-motorized traffic; substandard sight lines; and substandard traffic rails. These improvements will benefit the residents of both the City and unincorporated King County.
- B. The *King County 1998 Transportation Needs* and *1998 Bridge Reports* have identified the need for the Project.
- C. The City of Redmond *Transportation Improvement Program* has identified the need for the Project.
- D. The County has initiated and funded Capital Improvement Project #100298 to prepare a Project scope document and design report, and subsequently construction plans, specifications, and a cost estimate for the approved Project.
- E. It is in the best interest of the County and the City to establish a lead agency to manage this Project and to provide for the design, environmental review, construction and financing of the Project.
- F. 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:

- delegations of authority necessary to carry out the terms of this agreement will constitute termination by the City under Section 6C of this agreement.
- E. The City and the County agree to review the project plans at the milestones listed below and negotiate any changes to the Project plans. In the event that the City and the County are unable to reach agreement regarding the project plans at the stages listed below, the dispute resolution process as outlined in Section 8 of this Agreement shall be followed.
1. Final Design Report/Project Selection
 2. Issuance of SEPA Determination
 3. Grant acceptance
 4. Completion of Design
 5. Right-of-way Plans
 6. Project Cost Projections and Budget
 7. Approval to Advertise
 8. Determination of Low Contract Bid
- F. The County shall be responsible for coordinating the public information and involvement process and shall meet with the City to develop the Public Involvement Plan. The City shall be given the opportunity to attend and participate in any public meetings.
- G. The City shall provide to the County the necessary permits for the construction of the portion of the Project within the City's jurisdiction in a timely manner upon submission of complete applications for necessary permit(s). Refusal to provide such necessary permit(s) shall constitute a termination by the City under Section 6C of this Agreement.
- H. The parties to this Agreement shall appoint a contact person or persons to act as a 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 parties.
- I. The schedule for the Project shall be established by the County in coordination with the City and in conjunction with any federal or state grant application timelines. The schedule shall be reviewed and approved by both the City and the County annually, in conjunction with the budget cycles of each agency.
- J. The County will provide a copy of the design report, conceptual drawings, and 70% and 90% plans and specifications to the City for review. The City will provide written comments, if any, to the County within thirty (30) days after the City receives the plans and specifications. The County shall not order or approve any changes in the approved Project design which substantially changes the nature of said Project without first consulting with and obtaining approval from the City.
- K. The County shall be responsible for the acquisition of all property and easements necessary for the Project. The City agrees to use its best efforts to assist and cooperate with the County's efforts to acquire property that lies within the City. Through the execution of this Agreement, the City authorizes the County to exercise eminent domain within the corporate limits of the City, as needed. Property

4. CONSTRUCTION CONTRACT ADMINISTRATION

- A. The County shall provide all services necessary for administration of the construction contract.
- B. The City may furnish an inspector during the construction of the Project. The City will be financially responsible for the City Inspector. The City's inspector shall advise the County of any deficiencies noted. The City's inspector shall not communicate with or instruct the contractor on any matters regarding contract performance, unless the County grants approval.
- C. The City shall notify the County, in writing, of any construction changes it wishes to make in the bid plans and specifications of the Project. The County shall issue contract change orders for all feasible changes. The City shall be financially responsible for the full cost of those requested construction changes if it significantly changes the Scope of Work and the change is solely for the benefit of the City. The costs will be in addition to those costs described as a 50/50 share in Sections 5.A, 5.B & 5.C. The cost of contract changes requested by the City which provide an overall benefit to the project, or which do not significantly alter the Scope of Work, shall be shared equally.
- D. The County will keep the City advised as to the progress of the Project, and shall not order or approve any changes in the approved Project design which substantially change the nature of the Project without first consulting the City. The County shall be financially responsible for contract changes that are solely for the benefit of the County.
- E. Prior to Project completion, both parties shall perform a mutual final inspection of the 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.
- F. The City and the County shall be responsible for following all applicable Federal, State and local laws, rules and regulations in the performance of work described herein. Should a federal grant be secured for this Project, federal law pertaining to Disadvantaged Business Enterprise (DBE) utilization requirements, shall apply to the construction contract.

5. PAYMENT

- A. The County and the City have mutual financial responsibility for all improvements to the York Bridge due to joint ownership. The County and the City will work together to seek grant funding for the Project and have agreed to a 50/50 cost sharing of the local match.
- B. The City and the County will divide costs on a 50/50 cost sharing basis for this Project.

- 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 related to or arising out of the parties' performance of their obligations under this Agreement.

8. DISPUTE RESOLUTION

- A. In the event of a contractual 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 in discussions between the Manager of the King County Road Services Division and the City Public Works Director.
- B. If the dispute resolution process described in Paragraph 8A fails, then the City and the County agree to mediate. If mediation fails, the parties agree to binding arbitration through the American Arbitration Association using the expedited procedures of the construction arbitration rules or such rules as are mutually agreed to by the parties.
- C. The parties may also use another mutually agreed upon dispute resolution process.
- D. Unless otherwise expressly agreed to by the parties in writing, both the City and County shall continue to perform all their respective contractual obligations under this Agreement during the resolution of the dispute.

9. 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. Responsibility for inspection and maintenance of the bridge shall be as mutually agreed upon by the parties.

10757

