

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND CITY OF KENT
REGARDING IMPROVEMENTS TO THE GREEN RIVER BRIDGE**

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 Kent (the "City"). The County and the City are referred to collectively as "the parties". This Agreement is made for the purpose of performing maintenance work on the Green River Bridge (the "Bridge").

RECITALS

- A. Part of the Bridge is located in the County and part is located in the City.
- B. The County and the City have both identified the need for maintenance work on the Bridge (the "Project").
- C. The County and the City have been awarded grant funds from BRAC (Bridge Replacement Advisory Committee) for the Project.
- D. It is in the best interest of the County and the City to establish a lead agency to manage the Project, administer the grant and provide for the design, permitting and construction of the 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 Project includes design and construction to clean and encapsulate the existing structural steel with single component moisture cure urethane paint system in compliance with applicable federal, state and local laws and regulations and may include installation of new bird exclusion control devices with appropriate procedures to comply with applicable regulations.

2. TERMS AND CONDITIONS

- 2.1 The County shall be the lead agency for the Project with regard to all matters

pertinent to the accomplishment of the Project.

- 2.1.1. The County will provide the City with 95% and 100% plans and specifications for review. The City will provide written comments, if any, to the County within fourteen days after the City receives the plans and specifications. The County shall incorporate the City's comments into the plans and specifications to the extent the County determines it is practicable.
- 2.1.2. The County shall perform its design, engineering, and administration services for the Project in accordance with the most recent AASHTO (American Association of State Highway and Transportation Officials), WSDOT design manual, WSDOT Bridge Design Manual, and the King County Road Standards and shall notify the City of any deviations.
- 2.2 The parties shall appoint a contact person or persons to act as liaisons 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.
- 2.3 The City shall provide all necessary support and services at no cost to the County, including, but not limited to, attending project meetings, providing written comments, coordinating traffic lane closures, answering public inquiries and performing inspections required by the City during construction.
- 2.4 The City hereby grants the County right of entry into the City's jurisdiction for the purpose of performing any and all tasks necessary to complete the Project.
- 2.5 The County shall be responsible for coordinating the public information and involvement with regards to the Project.

3. COUNTY TO PROCESS AND DECIDE PROJECT PERMITS ON BEHALF OF THE CITY

- 3.1 The City hereby authorizes the County to review and render decisions on permit applications related to portions of the Project that are located within the City. Such authority includes, but is not limited to, application intake and review, application engineering review, permit decision making, permit inspections, issuance of final approvals, and all other permit processing on behalf of the City.
 - 3.1.1 The City shall assist the County with gathering and providing information, including but not limited to financial, property, land use, maps, and environmental matters, within the City's jurisdiction that may be helpful in the County's permitting and environmental documentation work, or other aspects of the Project conducted by the County.

- 3.2 Administrative or quasi-judicial appeals of County decisions rendered for permits related to the Project, if any, shall be heard and decided by the County under County Code procedures, except as may be otherwise required by State law.
- 3.3 The City has determined that the standards contained in the County Code meet or exceed the standards of the City Code, and that compliance with the County standards will satisfy the requirements of the City Code. Therefore, in reviewing permit applications pursuant to this Agreement, the County shall apply the King County Code.

4. **SEPA COMPLIANCE**

- 4.1 The County shall serve as the lead agency for purposes of satisfying requirements of the State Environmental Policy Act (SEPA) and for all work and permitting related to the Project.
- 4.2 Administrative or quasi-judicial appeals of County SEPA decisions related to the Project, if any, shall be heard and decided by the County under County Code procedures to the extent allowed by law.

5. **CONSTRUCTION CONTRACT BIDDING**

- 5.1 The County shall prepare the contract bid documents for the Project.
- 5.2 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.
- 5.3 The County shall provide to the City a copy of the plans and specifications advertised for bid.
- 5.4 The County will open the bids. The County shall 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.
- 5.5 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.

- 5.6 The County shall award the contract to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

6. CONTRACT ADMINISTRATION

- 6.1 The County shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the execution of the Project. In providing such services within the City's jurisdiction, the County Road 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.
- 6.2 The City may inspect the Project at no cost to the County to insure proper compliance with requirements during the performance of the Project within the City. The City shall advise the County of any deficiencies noted.
 - 6.2.1. The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance.
 - 6.2.2. The City shall notify the County, in writing, of any changes it wishes to make which affect the City's portion of the Project. The parties shall jointly determine whether any changes requested by the City will be implemented. The City shall be financially responsible for those requested changes. This City financial responsibility will be in addition to the City's 50% cost share as described in Section 8.
- 6.3 The County shall keep the City advised as to the progress of the Project and shall not order or approve any changes in the approved Project plans and specifications that substantially change the nature of the Project without first consulting the City.
- 6.4 At the completion of the Project, 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 deficiencies that comply with the contract specifications. Final project acceptance will be by the County as the Certification Acceptance agency of the Project.

7. GRANT ADMINISTRATION

- 7.1 The County shall provide all necessary administrative and clerical services to administer the BRAC grant.
- 7.2 All costs associated with grant administration shall be shared equally between the

City and the County.

8. PAYMENT

- 8.1 A cost estimate is provided in Exhibit A which, by this reference, is made part of this Agreement. The County shall invoice the City for 50% of the total Project costs. Such costs shall include grant administration costs as described above in Section 7.
- 8.2 The City will be reimbursed 50% of eligible costs from the grant proceeds received by the County, providing that the 50% share of costs has been paid by the City.
- 8.3 In addition, the City shall pay the County for any City requested scope of work changes for which the City is financially responsible. Costs associated with City requested changes shall be the full financial responsibility of the City.
- 8.4 The City shall pay the County no later than 30 days after the City receives the County's invoice, with one percent per month interest being charged to the City as a delinquent charge, starting 30 days after the billing date.

9. DURATION/TERMINATION

- 9.1 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 below.
- 9.2 If expected or actual funding 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.
- 9.3 In the event of termination prior to completion of the Project:
 - 9.3.1. The party requesting termination shall pay all direct and indirect phasing-out costs.
 - 9.3.2. Termination costs payable shall not exceed the actual costs incurred as a result of termination of this Agreement.

10. LIABILITY

Washington State law shall govern the respective liabilities of the parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted

pursuant to this Agreement.

11. 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, the parties may agree in writing to an alternative dispute resolution process.

12. AUDITS AND INSPECTIONS

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

13. OTHER PROVISIONS

- 13.1 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.
- 13.2 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 County, the City, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 13.3 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.
- 13.4 Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 13.5 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.
- 13.6 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 13.7 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

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13.8 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 KENT

King County Executive

City Mayor

Date

8-5-05

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

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ATTACHMENT "A"

Project Cost Estimate

| Description | Budget |
|-------------------------|--------------|
| Construction | \$260,000.00 |
| In-house Design | \$ 60,000.00 |
| Construction Inspection | \$ 90,000.00 |
| Total | \$410,000.00 |