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Attachment A
2005-053

AGREEMENT

State - King County Joint Demolition Project

THIS AGREEMENT made and entered into by and between King County, Washington, a Municipal Corporation, hereinafter called the "County," and State of Washington, Department of Social and Health Services, hereinafter called the "State", collectively referred to as "Parties" shall be effective upon the authorized signatures of both Parties to this Agreement and is authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34. .

W I T N E S S E T H

WHEREAS, the County has developed a plan to demolish existing structures located on the Fircrest campus in the City of Shoreline in a Project designated as "State - King County Joint Demolition Project", hereinafter called the "Project".

WHEREAS, the County and the State can achieve cost savings and benefits in the public's interest by including certain work for the State during the Project, namely the abatement of hazardous materials, and the demolition, disposal and site recovery, on certain State owned buildings and structures located on the Project site, hereinafter referred to as the "State ('s) Work."

WHEREAS, the State grants permission to the County to administer the State's Work for this Project.

WHEREAS the County agrees to publicly procure and bid the State's Work as part of the County's demolition contract, and agrees to further incorporate additional scope of work into the demolition contract by means of an amendment to this Agreement contingent upon State acceptance of contractor change order prices.

WHEREAS, the State has approved the County's "Schedule of Quantities" (see Exhibit -A), for different elements of the Project and apportioning of financial responsibility according to State or County ownership of the respective buildings and structures.

WHEREAS, the County is an approved "Certification Acceptance" (CA) Agency, by which the STATE has granted the County the authority to administer this Project that utilizes funds received from the State.

NOW, THEREFORE, it is hereby covenanted and agreed by and between the Parties hereto as follows:

I. SCOPE OF WORK

A. Hazardous Abatement of Buildings and Structures:

1. The County intends to abate all hazardous materials from all County owned buildings utilizing County Hazmat work crews. The State may request the County perform hazardous abatement services on State owned buildings, provided the State reimburses the County for all costs and expenses related to the performance of such services for the State. Upon completion of abatement work, the County will publicly bid the demolition and site recovery work for this Project. The general locations and measurement of both the County and the State Buildings are identified in "Attachment A".

B. Site Security:

1. The County and the State will secure entrances, and fence the perimeters of their own Buildings identified in "Attachment B" as "Site Security for County and State Buildings", and will post "Do Not Trespass" signage as appropriate.

C. Previously Completed Work:

1. The State agrees to reimburse the County in the sum of Seventy Five Thousand and Twenty-Five Dollars (\$75,025.00) for services the County previously performed for the State (see "Exhibit B"- Distribution of Lead Abatement Costs). Such services were related to the abatement and disposal of lead based paint fragments from all State owned buildings and structures identified in "Attachment C" as "Previously Completed Work on State Buildings". The State shall make payment of such monies to the County within thirty (30) days after the County's execution of this agreement.

D. Demolition Work:

1. The County will procure and seek public bids for the following demolition work for this Project:
 - a. Demolition and disposal of County owned buildings and structures identified in "Attachment D" as "County Demolition and Disposal".
 - b. Demolition and disposal of State owned buildings and structures identified in "Attachment E" as "State Demolition and Disposal".
 - c. Miscellaneous electrical and mechanical work necessary to manage the disconnection of utilities in support of the abatement and demolition from the areas identified in "Attachment D" and "Attachment E" as "Utility Support Work for Abatement & Demolition".

E. Site Recovery Work:

1. Within the demolition contract, the following site recovery work will be included in the Scope of Work.
 - a. Smooth grading and hydro seeding of all cleared land following disposal of demolition debris from the area identified in "Attachment F" as "Base County Zone".
 - b. Smooth grading and hydro seeding of all cleared land following disposal of demolition debris from the area identified in "Attachment F" as "Base State Zone-1".

F. Alternate Work:

1. The Parties agree that the following additional scope of work ("Additive Alternates") may be incorporated into the Project by amendment to this Agreement provided the State agrees to the County Contractor's Alternate Bid prices for such work:
 - a. Additive Alternate demolition and disposal, and Site Recovery Work of the State owned structures identified in "Attachment F" as "State Building 2" and "Attachment J" as "Alternate State Zone 2".
 - b. Additive Alternate demolition and disposal of the State owned structures identified in "Attachment G" as "State Building 5" and "Attachment J" as "Alternate State Zone 3".
 - c. Additive Alternate demolition and disposal of the State owned structures identified in "Attachment H" as "State Building 73" and "Attachment K" as "Alternate State Zone 4".
 - d. Additive Alternate demolition and disposal of the State owned structures identified in "Attachment I" as "State Building 5" and "Attachment K" as "Alternate State Zone 5".

II. CONTRACT ADMINISTRATION

- A. Project Representation: The following individuals have been identified by the County and the State as Project Representatives:

STATE PR

Edwin Valbert, PR
1949 S State St, Tacoma, WA 98405
(253) 476-7022

COUNTY PR

Robert Renouard
500 4th Ave., Seattle, WA 98014
(206) 296-0976

The State PR and the County PR shall be responsible for familiarizing themselves with the Project including the Project file, Plans, Specifications and Estimate (PS&E), schedule, and relevant issues. Both shall coordinate and cooperate with each other to ensure completion of the Project in a responsible and professional manner that results in a final product that meets the needs of both the County and the State. The County PR and the State PR will each provide a list of those individuals who will be assigned to this Project. This list will also identify specific consultant personnel the County may utilize. This list will be updated as needed during the course of the Project. The State PR, or designee, shall attend regular coordinating meetings, the County's pre-demolition conference, and other meetings, which may be deemed necessary for appropriate coordination.

- B. The State PR shall have the limited authority to communicate with the County's Contractor on matters regarding contract performance of the State Work, provided the State PR shall advise the County of any deficiencies in the State's Work. The State PR shall have no authority to bind the County to any adjustments in contract time or price for the Project. All

correspondence between the County's Contractor and the County for administration of the Project shall be through the County's PR with a copy provided to the State PR.

- C. The COUNTY shall provide the engineering, administrative, inspection, and clerical services necessary for the execution of the work for this Agreement. In providing such services, the COUNTY may exercise all the powers and perform all the duties vested by law in it.
- D. The State, as owner of the land in which the Project is sited, is responsible for the safety of the public using this land for access to areas outside the defined Project perimeter. If the State determines that the safety of the public using this land is jeopardized, the State has the right to order the County to suspend work on the Project. In this event, the County shall comply with the order, and the State and County will cooperate fully, and with the utmost priority, to resolve the cause for the order to allow work on the Project to be restarted as soon as possible. Where the State orders the County to suspend work on the Project for public safety, the State shall be liable for any and all costs incurred by the County's Contractor resulting from a suspension of work on the Project except where it is determined that the Contractor's own negligence jeopardized the public safety.
- E. The State shall notify the County, in writing, of any changes it wishes to make in the Plans and Specifications that affect the State's Work, and the County shall make all such changes requested by the State if reasonable. The County will notify the State of any changes required by the County, which substantially changes the nature of the State's Work and shall obtain the State's approval of such changes, with such approval not being unreasonably withheld by the State. Written notification by the County shall be given to the State prior to the commencement of the State's Work. This Agreement shall be amended in writing to incorporate changes in the Scope of Work or Cost Estimate. Any and all costs related to the change(s) in State Work, including but not limited to, Contractor Change Orders, the County's internal administrative costs and the costs associated with any delays or impacts to the County's Contractor, shall be borne by the party proposing the change(s).
- F. The County shall provide the State with the written notice of Substantial Completion of the State's Work. Upon receiving such notice, the State PR shall, within 30 calendar days, perform final inspection of the State's Work. The State shall, within forty-eight (48) hours of its final inspection, provide to the County final acceptance of the State's Work, or alternatively, provide an itemized and detailed response as to why final acceptance of the State's Work cannot be given. If the State fails to respond to the County, the State will be deemed to have given final acceptance of the State's Work within thirty (30) calendar days of the State's receipt of the notice of Substantial Completion of the State's Work from the COUNTY. Upon final acceptance of the State's Work, the County shall be relieved of any and all responsibility and/or liability for the State's Work.
- G. Upon Substantial Completion of the Project, the County shall provide the State with Expense Records for its use for accounting purposes. These Expense Records shall be prepared in such detail to clearly identify the apportionment of State and County costs.

III. BIDDING

- A. The County and the State agree that the Bid Form will provide for a Base Bid price followed by bid prices for Additive Alternate Bids 1 through 5. The intent of the three-part bid is to allow the County to proceed with demolition and disposal of County owned buildings should the State decide not to proceed with any or all of the Alternate Bid items.

1. The Base Bid price shall include County owned buildings identified in "Attachment D" as "County Demolition and Disposal", and Site Recovery Work Identified in "Attachment J" as "Base County Zone".

The Base Bid shall also include a separately identified cost for enclosing any portions of adjacent remaining buildings exposed in the demolition and any required structural shoring. Should "Alternate Bid Price 1" be accepted, this separate cost shall be deducted from the Base Bid.

2. Alternate Bid Price 1 shall include the State owned building identified in "Attachment E" as "State Demolition and Disposal", and Site Recovery Identified in "Attachment J" as "Base State Zone 1".
 3. Alternate Bid Price 2 shall include the State owned building identified in "Attachment F" as "State Demolition and Disposal Bldg. 2", and Site Recovery Identified in "Attachment J" as "Alternate State Zone 2".
 4. Alternate Bid Price 3 shall include the State owned building identified in "Attachment G" as "State Demolition and Disposal Bldg. 5", and Site Recovery Identified in "Attachment J" as "Alternate State Zone 3".
 5. Alternate Bid Price 4 shall include the State owned building identified in "Attachment H" as "State Demolition and Disposal Bldg. 73", and Site Recovery Identified in "Attachment K" as "Alternate State Zone 4".
 6. Alternate Bid Price 5 shall include the State owned building identified in "Attachment I" as "State Demolition and Disposal Bldg. 74", and Site Recovery Identified in "Attachment K" as "Alternate State Zone 5".
- B. The County shall complete a final set of Plans and Specifications incorporating both the County's and the State's work into the Demolition Contract Bid Documents in such manner as to allow for the identification of cost allocations between the parties.
- C. The County will determine whether to accept the Base Bid price from the lowest responsible bidder.
- D. The State has the right to accept or reject Alternate Bid prices 1, 2, 3, 4 and 5 within five (5) days of the Bid Opening.

IV. RIGHT OF ENTRY

The State hereby grants and conveys to the County, and to its contractors performing the proposed work on the Project Site, the right of entry upon all land which the State has interest within or adjacent to the Project site, for the purpose of performing all necessary and required work for this Project.

V. SUBMITTALS

The State will review and approve all traffic control plans submitted by the County's contractor that pertain to State facilities within 5 calendar days of submittal by the County. Traffic Control Plans and revisions shall be submitted to the State PR for his coordination with other State uses on lands surrounding the project site.

VI. PAYMENT

- A. An itemized list of actual expenses for State work performed prior to this Agreement by the County is marked Exhibit "B", and is attached hereto and by this reference made a part of this Agreement. As described within Article I-C above, the State agrees to pay the County the amount of \$75,025 for performance of these past services. within thirty (30) days after the County's execution of this agreement.
- B. The State shall reimburse the County for all costs reasonably incurred by the County in performing the State's work, which costs and expenses shall include but not be limited to:
 1. The Contract Price, and any Change Orders agreed to by the State and brought into this Agreement by an Amendment to perform the State's Work.
 - a. The Contract Price shall include any of the multiple Alternate Bid amounts for State Work, which are selected by the State and to be paid by the State.
 2. The County's internal costs incurred during construction of the Project (i.e., all engineering, clerical, administrative, materials testing, surveying, and inspection services costs and all payroll additives) directly attributable to the State's Work.
 - a. The division of payment for these Internal costs between the County and the State shall be based upon the percentage of each party's Scope of Work as quantified in Exhibit - A.
 - b. A record of all Internal costs shall be prepared by the County and shared with the State.
- C. In the event the County's contractor uncovers any materials while doing work related to completion of the State work requiring special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the State will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. Payment for any Alternates selected by the State shall be remitted to the County prior to the execution of the Demolition Contract by the County.
- E. Payment for any Change Orders shall be made by the State, upon request of the County, to cover unexpected costs incurred in performing State's Work. Prior to payment by the State, and if so requested by the State, the County will meet with the State to review and discuss any and all costs reported and submitted by the County. State payments to the County shall be made within 30 days of receipt of County Pay Requests.
- F. The County agrees that within 60 days after the County issues Final Acceptance of the Project, the County will submit a final payment request to the State for costs associated with the State's portion of the project remaining to be paid.
- G. Remittance of payment by the State to the County shall:
 1. Be payable to: King County Finance.
 2. Be addressed to: c/o Kathy Pravitz, Room 320, Facilities Management Division, King County Administration Building, Seattle WA 98104.
 3. Include an enclosure with the following identifying information:
 - a. Project Name: King County / State of Washington Joint Demolition Project.
 - b. Project Number: 395335

VII. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party hereto agrees to protect, defend and indemnify the other Party, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages, arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs including attorney fees to enforce the provisions of this article and prevails in such enforcement action all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

VIII. TERMINATION

- A. If a party fails to comply with any material provision(s) of this Agreement the other party may terminate this Agreement, in whole or in part, for default upon thirty (30) days written notice to the defaulting party. Any extra costs, expenses or damages incurred by the non-defaulting party as a result of the termination for default shall be borne exclusively by the party in default. The rights and remedies of this provision are in addition to any other rights or remedies provided to the non-defaulting party by law or under this Agreement. Any termination of this Agreement for default shall not relieve the defaulting party of any obligation, which may arise out of work already performed prior to such termination.
- B. The State's failure to secure all necessary funding to complete the State's work for the Project will constitute a failure to comply with the material provisions of this Agreement, in accordance with the termination provisions set forth above.

IX. OTHER PROVISIONS

- A. The State shall retain ownership of the land beneath the buildings and responsibility for the roads and walkways in the Project area. The State shall retain the rights of exclusive use, regulation, and control of the land and full ownership including but not limited to, the right to sell, transfer, or assign its rights to any partial interest,
- B. This Agreement contains the entire written agreement of the parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by the authorized representative(s) for each party. The parties agree that for any additional work hereto not included in this document's Scope of Work, this agreement will be amended.

- C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the parties to this Agreement, or their officials, officers, employees, agents or representatives, to any third party.
 - D. 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 both parties.
 - E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the parties.
 - E. Each party shall maintain records that accurately reflect all actions taken and services provided pursuant to this Agreement, and all direct and indirect costs incurred in the performance of this Agreement. Such records and documents shall be subject to inspection or review by King County, the State and/or federal/state and local officials so authorized by law, at the requesting party's sole expense. Such records shall be made available for inspection or audit during the record keeper's regular business hours within a reasonable time after the record keeper's receipt of a request for inspection of the same. These rights and obligations shall exist during the performance of the Agreement and continue for six (6) years after the termination or natural expiration of the Agreement, whichever first occurs.
 - F. In the event of a contractual dispute between the Parties regarding this Agreement, the County PR and the State PR shall attempt to resolve the matter informally. If the County PR and the State PR are unable to resolve the matter informally, the matter shall be forwarded for resolution to the State's "Director of the Department of the Social and Health Services, Lands and Buildings Division" and the County's "Director of Executive Services, Facilities Management Division", or their respective designee(s). If the aforementioned State and County Directors are unable to resolve the dispute within sixty (60) days after such referral, either of the Parties may agree to submit the matter to mediation or other alternate dispute resolution. If the Parties submit the matter to alternate dispute resolution and the matter is not resolved, either party may pursue any legal remedy available in a court of law.
 - G. Each of the parties represents and warrants that each of the persons executing this agreement on their behalf, has full and complete legal authority to do so, and thereby binds the party on behalf of which this agreement is executed by them.
 - H. In the event that either party deems it necessary to institute legal actions or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in King County Superior Court of the State of Washington. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. The State hereby consents to the personal jurisdiction of the King County Superior Court of the State of Washington.
- X. **INDEMNIFICATION OF STATE AND INSURANCE HELD BY COUNTY CONTRACTOR**
- The County shall require the contractor for this Project to have King County and the State of Washington their officers, officials, agents and employees named as additional insured on all

policies of insurance (except Workers Compensation) to be maintained by contractor(s) under the terms of any Project contract(s). Such insurance shall be Primary and Non-contributory with any insurance held by the County or the State. The contractor for the Project shall be required to maintain at a minimum (as to minimum scope and minimum limits) 1) Commercial General Liability Insurance in the amount of \$ 1,000,000 Per Occurrence and \$ 2,000,000 in the Aggregate, 2) Commercial Automobile Insurance in the amount of \$ 1,000,000 (to include Pollution if the transport of pollutants is included in the scope of work), 3) Statutory Workers Compensation coverage 4) Stop Gap/ Employers Liability in the amount of \$ 1,000,000 and, 5) Contractor's Pollution Liability for an amount to be specified if coverage is necessary.

- A. The County shall require the contractor for the Project to indemnify, defend, and save harmless the State, King County and their officers, agents, or employees from any claim, real or imaginary, filed against the State or its officers, agents, or employees alleging damage or injury arising out of the contractor's negligent performance of the project work.
- B. The contractor shall be contractually required to comply with all applicable County and State regulations, ordinances, orders, and codes regarding safety.

County and State Insurance

The State and County acknowledge, agree and understand that each party is self-insured for all of their liability exposures. Each party agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Agreement. Each party agrees to provide the other with at least 30 days prior written notice of any change in their self-insured status and will provide, upon request, the requesting party a letter of self-insurance as adequate proof of insurance.

XI TERM OF THE AGREEMENT

This Agreement shall be effective upon the authorized signatures of both Parties to this Agreement for a period of 180 calendar days. By the mutual agreement of both parties, the period may be extended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last written below.

KING COUNTY, WASHINGTON

STATE OF WASHINGTON

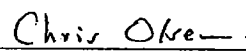
Director, Executive Services



Director, Lands & Buildings Division

Department of Social & Health Services

Name (print)



Name (print)

Date



Date

DSHS CENTRAL CONTRACT SERVICES

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Exhibit - A

King County, FMD / State, DSHS Joint Demolition Project Quantification of Property Ownership

Square Foot & Lineal Foot Measures by Building						
Building	LF	King County Ownership		State Ownership		LF - State
		SF - KC	LF - KC	SF - State	LF - State	
2	741			8,004		741
5	515			6,605		613
13S	613	7,780	613			
13N	656			8,458		656
14	795			15,355		795
15	938	16,803	938			
16	859	15,948	859			
17	827	15,991	827			
23W	409			5,576		409
23E	953	18,417	953			
73 S&N	13866			13,866		985
74 S&N	14804			14,804		1015
	35976	74,939	4,190	72,668		5,214

	King County	State DSHS	Total
Area (SF)	74,939	72,668	151,797
% of Total	49%	48%	100%
Lineal Feet	4,190	5,214	9,404
% of Total	45%	55%	100%

15129

Exhibit - B

King County, FMD / State, DSHS Joint Demolition Project Distribution of Lead Abatement Costs

Lead Base Paint Abatement at NRF and State Buildings.

NRF Bldgs	31-Mar	2-Apr	3-Apr	7-Apr	8-Apr	9-Apr	10-Apr	14-Apr	15-Apr	16-Apr	17-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-May	12-Jun	Hour	Rate	Cost
Katea K	10	2	10	10	10	10	10	10	6	10	10	6	4	3	10	10		126	66.09	8,327
Mike N	10	2	10	10	10	2												44	57.33	2,523
Doug V.P	10	6	10	10	10	10	10	8	6	10	10	5	10	4	10	10		124	57.33	7,109
Hollis W	10	6	10	10	10	10	10	10	7	10	10	5	10	6	10	10		135	57.33	7,740
Ernio V	10	2	10	10	10	10	10	10	6	10	9	6	10	6	10	10		144	53.39	7,688
Fuka M	10	6	10	10	10	10	10	10	6	10	6	5	10	6	10	6		89	50.92	4,532
Arturo G	0	6	10	10	10	10	10	10	6	10	6	6	10	6	10			78	50.92	3,972
Timothy N																		10	50.92	509
Sergio J																		10	50.92	509
Helien R																		10	50.92	509
Jamie P																		10	50.92	509
Juses G																		10	50.92	509
Van P	2	3	3					3	1	2	2	2	1	3	3	3		28	66.19	1,853
																				46,289

State Bldgs	30-Apr	1-May	5-May	7-May	8-May	19-May	20-May	21-May	22-May	28-May	29-May	2-Jun	3-Jun	4-Jun	12-Jun	Hour	Rate	Cost		
Katea K	10	10	10	4	10	10	5	8	4	11	10	10	10	7		109	66.09	7,204		
Mike N																		0	57.33	0
Doug V.P	10	10	10	2	10	10	10	8	8	11	10	10	10	10	10	111	57.33	6,384		
Hollis W	10	10	10	6	10	10	10	8	8	11	10	10	10	7		120	57.33	6,880		
Ernio V	10	10	10	6	10	10	10	5	5	11	10	10	10	10		127	53.39	6,781		
Fuka M	10	10	10	4	10	10	10	5	5	8	10					92	50.92	4,685		
Arturo G																		0	50.92	0
Timothy N																		83	50.92	4,226
Sergio J																		81	50.92	4,125
Helien R																		38	50.92	1,935
Jamie P																		30	50.92	1,528
Juses G																		33	50.92	1,660
Van P			1	2	2	3	8	3	3	2	5	6	2	6		40	66.19	2,648		
																				864
																				\$48,054

864 \$48,054
\$ 94,343

LEAD ABATEMENT

	Tot. Lead Removal	County Cost	KC %	State Cost	ST %
Labor for Bldgs. 2, 5, 13N, 14N&S, 23W, 71, 74, 54 (State) and 13S, 15S&N, 16S&N, 17S&N, 23 (KC)	94,343	46,289	49%	48,054	51%
Lead Abatement Materials	10,000	4,907	49%	5,093	51%
Lead Disposal (41 crates at \$450 each)	13,950	6,836	49%	7,115	51%
Brush clearing	9,760	4,782	49%	4,978	51%
SUBTOTAL	\$128,053	\$62,814		\$65,239	

Soft Cost @ 15%
TOTAL LEAD COST

19,208 9,422 9,786
\$147,281 **\$72,236** **\$75,025**