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2010-0103
Attachment A

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF NORMANDY PARK
REGARDING IMPROVEMENTS TO THE SYLVESTER ROAD 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 Normandy Park ("the City") regarding improvements to the Sylvester Road Bridge. The City and the County are collectively referred to as "the Parties."

RECITALS

- A. The City has obtained a grant from the Federal Highway Bridge Program to perform bridge rehabilitation on Sylvester Road Bridge, # 1052A (the "Project").
- B. The County Road Services Division is certified by Washington State Department of Transportation TransAid to inspect, manage, document and otherwise administer federally funded construction contracts, and also owns certain types of specialized equipment used for inspection and quality control of construction projects.
- C. The City has received federal funds for the construction of the Project but is not certified to administer the contract for the construction of the Project.
- D. The City has requested that the Washington State Department of Transportation (WSDOT) transfer the City's grant received from the 2008 Federal Bridge Program to King County for use in designing and constructing improvements on Sylvester Road Bridge consistent with the scope submitted in the City's 2008 grant application.
- E. The County and the City will benefit from the use of County personnel, equipment and expertise in the administration, management, documentation, and inspection of the City's federally funded construction contract.
- F. It is in the best interest of the Parties for the County to manage the Project including the design, environmental review, and construction.
- G. The Parties are authorized by RCW Chapter 47.24.050 to enter into an agreement of this nature.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to identify the scope that the County shall provide to the City for the design and construction of the Project as described in Exhibit 1, Federal Highway Bridge Program Project Application, which is attached.

2. SCOPE OF WORK

- 2.1 The Project includes rehabilitation of the Sylvester Road Bridge by strengthening beams, repairing columns, widening and sealing of the bridge deck, and replacement of the cantilevered sidewalk.
- 2.2 The Scope of Work includes all tasks required to complete the Project. These tasks include but are not limited to compliance with grant obligations, developing and executing the project schedule, team development, charter development, field meetings, work order negotiations, survey basemap preparation, coordination with the City of Normandy Park, Certificate Acceptance coordination, reimbursable project number grant billing, and finance billing. Estimated labor costs are attached in Exhibit 2.
- 2.3 The Scope of Work includes all duties the County shall perform as the Certificate Acceptance (CA) Agency for the city.
 - 2.3.1 The County, acting under its Certification of Acceptance Agreement with WSDOT, shall provide all services necessary to comply with the requirements of the Federal Highway Administration and WSDOT for administration of the design and construction of the Project.
 - 2.3.2 All improvements related to the County Project shall be consistent with the City's standards and applicable requirements.
 - 2.3.3 The County shall inspect and administer Project construction in accordance with the rules, regulations and procedures as required by the Federal Highway Administration (FHWA), WSDOT TransAid, and the laws of the State of Washington. In general, these rules, regulations and procedures are documented in the WSDOT Local Agency Guidelines.
- 2.4 The schedule and budget for the Project shall be established by the County in coordination with the City and in conjunction with all state grant administrative guidelines.

2.5 The County shall submit progress reports to the City no less than every 30 days. The City and the County shall negotiate the required content of the progress report. It shall show the percentage of the Project that is complete and the percentage of Project funds spent.

2.5.1 Representatives of the City shall attend the County's weekly construction meetings in which progress of the Project is discussed with the Contractor.

2.5.2 The City Engineer may actively participate in all phases of the project, including consultant discussions. City personnel shall not communicate directly with or instruct the consultant directly on any matters regarding consultant performance and compliance.

3. GENERAL RESPONSIBILITIES

3.1 The County shall be the lead agency for the Project with regard to plans, specifications and estimates (PS&E); environmental review and permitting pursuant to Section 4, and related to construction.

3.2 The County shall provide five copies of 30%, 70%, and 95% PS&E, reports and all environmental documents to the City for review. The City shall provide written comments on PS&E to the County within two weeks after receiving them. The County shall make any necessary revisions to include the City's comments.

3.3 The final design of the Project shall be mutually agreed upon by the parties.

3.4 The County shall develop and arrange for a joint public information and involvement process.

3.5 The County shall be responsible for the acquisition of all property necessary for the Project. Title to any property acquired within the City shall be vested in the City.

3.6 The City hereby grants the County right of entry into the jurisdiction of the City for the purpose of performing any and all tasks necessary to implement this Agreement.

3.7 The Parties shall appoint a contact person or persons to act as liaisons for the Project. These contact persons shall meet on a regular basis to provide guidance for the Project and serve as a coordination body between the two agencies.

Representing the City of Normandy Park
Peter Landry, Public Works Director

Representing King County
Rachel Speer, Project Mgr.

3.8 The County shall submit a project schedule to the City after the execution of this agreement.

3.8.1 This schedule will identify major milestones and timelines, including but not limited to the following: 30%, 70%, 95% and 100% design documents, environmental review, project permitting, right of way, public involvement, advertisement for bid and award of bid, construction duration, and final acceptance of the County Project.

3.8.2 Tasks that are the responsibility of each Party shall be identified in the project schedule. Each Party shall review this schedule. The schedule may be periodically amended with the approval of both the City and the County.

3.8.3 If King County Road Services Division or the City fail to accomplish their tasks in a timely manner, resulting in delays of the Project's schedule, either Party may enter into dispute resolution in accordance with Section 10.

3.8.4 The City shall be responsible for ensuring that the contract provisions are acceptable to the City's governing body, including review and acceptance by the City's legal counsel. The City shall provide written verification to the County that the contract documents are acceptable to the City, and that the County is authorized to proceed with Advertising for bids.

4. ENVIRONMENTAL REVIEW AND PERMITS

4.1 The County shall be the lead agency for environmental review and shall take the responsibility for fulfilling all State Environmental Policy Act (SEPA) requirements for the work under this Agreement, including associated public involvement. The City shall review and approve all environmental documents and shall have at least two (2) weeks for each review and approval period.

4.2 The County shall prepare all federal, state and local permit application documents.

4.3 The County shall obtain all local, state and federal permits, licenses, easements, right-of-way, and approvals required to complete the Project. The City shall have two (2) weeks for review and comment on permit application documents.

5. CONSTRUCTION CONTRACT BIDDING

5.1 The County shall prepare the contract bid documents. The contract bid

documents shall include force account items which the County determines are necessary. The City shall review and approve the contract, including the force account items, before the County advertises the Project for bid.

- 5.2 The County shall provide the City with ten copies of the plans and specifications advertised for bid.
- 5.3 The County shall advertise the contract in the official legal publication for the City and if necessary other newspapers including the Daily Journal of Commerce to provide the widest possible coverage commensurate with the size of the project.
- 5.4 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically three weeks after the project is advertised. The City may attend the opening of the bids.
- 5.5 The County shall tabulate the bids and shall provide a dated, verified copy of the bid tabulations to the City. The bid tabulations shall identify the estimated construction and contractor overhead cost, based upon the lowest responsible bid.
- 5.6 The County shall provide the City with estimated inspection and administrative costs based on bid tabulations estimates.
- 5.7 The County shall award the contract to the lowest responsible bidder for the total Project subject to applicable laws and regulations. The City maintains the right to reject all bids if the lowest responsible bid, City inspection costs and administrative costs exceed available funding.
- 5.8 The County shall require that the City is included as an additional insured on the contractor(s) insurance policy(s), and that the City is included in the contract(s) indemnification provisions and receives the same protection as received by the County.
- 5.8 The County shall be responsible for following all applicable Federal, State and local laws, rules and regulations in the expenditure of the funds to be paid by the City to the County in connection with the Project. The County assures the City that its procedures are consistent with applicable laws relating to public contract bidding procedures, and the City neither incurs nor assumes any responsibility for the County's bid, award or contracting process.
- 5.9 The County shall transmit a request for Construction Authorization to WSDOT Northwest Region TransAid along with the required number of copies of the Project plans, specifications and estimates (PS&E). A copy of this request will be transmitted to the City.

- 5.10 In connection with this Agreement, neither the County nor any party contracting or subcontracting in connection with the Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of the delivery of services or any other benefits under this Agreement. The County shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations that prohibit such discrimination.

6. CONTRACT ADMINISTRATION

- 6.1 The County shall provide the engineering, administrative, inspection, clerical and other services necessary for the completion of the Project.
- 6.2 The City may furnish an inspector (at the City's expense) to insure proper compliance with requirements during the construction of the Project. The City's inspector shall advise the County of any deficiencies noted. The County shall take any necessary action to resolve the deficiencies, if deemed such by the County, that are noted by the City's inspector. City personnel shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance and compliance. Final acceptance of any work performed by the contractor shall be under the authority of the County Road Engineer, as described in Section 6.4.4.
- 6.3 The County shall at all times keep the City advised as to the progress of the Project. Representatives of the City shall attend the County's weekly construction progress meetings, as described in Section 2.5.
- 6.3.1 The County shall be authorized to approve all change orders.
- 6.3.2 The County shall inform the City of any change orders to be paid for from the force account. Change orders of this nature shall be authorized by the City administratively. The City shall act on such change orders within 10 days, unless the timeframe for action is extended by mutual agreement.
- 6.3.3 City approval shall be required for all construction contract costs that exceed the grant amount. The City shall be responsible for all additional costs that may result from any delay due to its approval process. In the event of the City not giving approval, the City shall be responsible for all costs that may result in terminating the contract.
- 6.4 Prior to the Project completion, both parties shall perform a mutual inspection of the Project.
- 6.4.1 The City may provide a written deficiency list to the County within ten

working days after the final inspection, noting construction deficiencies that are out of compliance with contract specifications.

- 6.4.2 The list shall contain only construction deficiencies that are out of compliance with the contract specifications.
- 6.4.3 The County shall review the City list and develop a final list of deficiencies in accordance with the contract. The County shall transmit this list to the contractor so that the contractor can make the required corrections. The Parties shall perform a final inspection of the Project.
- 6.4.4 Final acceptance of the Project shall be by the County Road Engineer.

7. PAYMENT

- 7.1 The City shall pay the County for actual costs of the Project regardless of grant eligibility. Actual costs shall include, without limitation, construction contractor costs, permit fees, right of way acquisition and all costs incurred by the County for engineering, clerical, construction, administrative, inspection and other services attributable to the Project.
 - 7.1.1 The City shall pay the County for costs of the Project related to change orders, unforeseen field conditions, geotechnical testing and services, and environmental mitigation conditions. The County shall obtain the City's approval for such costs as described in Section 6.3.
- 7.2 The County shall bill the Federal Highway Bridge Program grant for eligible expenses incurred. These bills shall reflect actual Project costs. The County shall forward grant proceeds to the City within 10 days of receipt.
- 7.3 All payments shall be due within five business days of the billing date. Unpaid amounts shall accrue interest at the rate of 1% per month.

8. DURATION/TERMINATION

- 8.1 If expected or actual funding is withdrawn, reduced or limited in any way, or if Federal funding requirements affect the Project, prior to the completion of the Project, either Party may, with thirty (30) days written notice to the other Party, terminate this Agreement. The Party requesting termination shall pay all direct and indirect costs and damages associated with actions required to terminate the Agreement.
- 8.2 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, unless the circumstance described in Section 8.1 come into effect.

9. 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.

10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally.
- 10.2 If the parties are unable to resolve the matter informally the matter shall be decided by the Director of the King County Road Services Division and the City Manager. If the Parties are unable to reach a mutual agreement, either Party may refer the matter to non-binding mediation.
- 10.3 Unless otherwise expressly agreed to by the parties in writing, both the City and the County shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.
- 10.4 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction in King County Washington.

11. AUDITS AND INSPECTIONS

- 11.1 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 Agreement and six years after termination.
- 11.2 Unless specifically noted otherwise, the County shall maintain original copies of all project documentation in the County's project files.

12. OTHER PROVISIONS

- 12.1 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.
- 12.2 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 City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

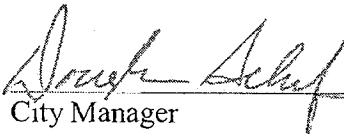
- 12.3 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 12.4 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 12.5 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 12.6 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 12.7 This Agreement may be amended only by an instrument in writing, duly executed by both parties.
- 12.8 Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto to rely upon the covenants and agreements herein contained nor give any such third party a cause of action (as a third party beneficiary or otherwise) on account of nonperformance hereunder.

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

KING COUNTY

CITY OF NORMANDY PARK

King County Road Services Division Director



City Manager

Date

12/3/09

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



City Attorney

EXHIBIT 1

**Federal Highway
Bridge Program
Project Application**

Please send copies of the latest inventory and inspection reports, load ratings summary, accident data, any other pertinent information, and electronic photos (640 x 480 pixels minimum .jpg) with this questionnaire by the due date specified in the cover letter.

Agency Name: Normandy Park	<i>Pick one of the following:</i> <input type="radio"/> Replacement Candidate <input type="radio"/> Rehabilitation Candidate <input checked="" type="radio"/> Preventative Maintenance <input type="checkbox"/> Scour Mitigation <input type="checkbox"/> Electrical Mechanical <input type="checkbox"/> Seismic Retrofit <input checked="" type="checkbox"/> Bridge Strengthening <input checked="" type="checkbox"/> Deck Repair <input type="checkbox"/> Painting
Bridge Name: Sylvester Road	
Bridge Number: 1052A	
Contact Person: Peter Landry	
Phone: (206) 248-8269	
Sufficiency Rating: 15.65 SD	
Structure ID: 08551500	

Brief Project Description (including bridge replacement type)

Deck widening, sealing, exp. joint repair, conc. spall repair & epoxy injection, new rails & sidewalk and load upgrade.

Proposed Length: 220 Width (Curb to Curb) 22.0

Rehabilitation/Replacement/Preventative Maintenance Projects

PE Costs (approx 25% of total) \$261,000
(Soils, Environmental, Design Documents, Plans Preparation, etc.)

Right of Way Costs _____
(Purchases, Relocation and Construction Easement)

Construction Costs \$1,500,000
(Environmental mitigation, approach costs (15%), structure costs, etc.)

Construction Engineering (18%) \$270,000

Contingency (15%) \$225,000

Mobilization (10%) \$150,000

Inflation Factor (5% per year, based on projected Ad date below) \$75,000

Total Rehabilitation/Replacement/Preventative Maintenance Project Costs:*
\$2,481,000

If a Rehabilitation, what would be the Replacement cost for that same structure (including PE, Right of Way, and Construction)? _____

***Realistic* Start Dates (Month, Year):**

Preliminary Engineering	Right of Way Purchases	Construction
Mar 2009		Jun 2010

***Projected* Advertising Date (Year):** 2010

* Project cost estimates may be updated on this form until October 31, 2008.

Provide comments below

EXHIBIT 2

Fully Burdened Labor @ 2009 Labor Rates*		2009		2010*		2011*			
Engineering Services	208 hrs @ \$96/hr	\$	20,000	1042 hrs @ \$96/hr	\$	100,000	3125 hrs @ \$96/hr	\$	300,000
Finance	20-25 hrs @ \$67/hr	\$	1336 - 1670	20-25 hrs @ \$67/hr	\$	1336 - 1670	20-25 hrs @ \$67/hr	\$	1336 - 1670
<p>*Labor rates shown here are for planning purposes only. These rates may change in 2010 and 2011 to accommodate cost of living increases and possible changes in burden rates.</p>									