

RESOLUTION R- 4024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF REDMOND REGARDING INTERIM ROADWAY IMPROVEMENTS TO 132ND AVENUE NE AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

Whereas, the City of Kirkland and the City of Redmond desire to complete the design and construction of improvements associated with the Interim Roadway Improvement Project for 132nd Avenue NE; and

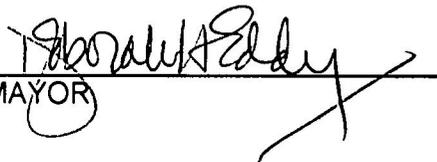
Whereas, the City of Kirkland and the City of Redmond are authorized to enter into agreements pursuant to RCW 39.34, the Interlocal Cooperation Act;

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th day of August, 1996.

Signed in authentication thereof this 20th day of August, 1996.

  
MAYOR

Attest:

  
City Clerk

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**INTERLOCAL AGREEMENT FOR THE INTERIM ROADWAY  
IMPROVEMENTS-132ND AVENUE NE CAPITAL IMPROVEMENT PROJECT**

THIS AGREEMENT made and entered into by and between the City of Redmond, a municipal corporation of the State of Washington, hereinafter called "Redmond", and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter called 'Kirkland', for the purpose of completing the design and construction of improvements associated with the Interim Roadway Improvements-132nd Avenue NE, hereinafter called the "project."

WHEREAS, Redmond and Kirkland agree that 132nd Avenue NE needs to provide safe pedestrian and bicycle access for their respective citizens whom both border this corridor; and

WHEREAS, the need for this project is consistent with the vision 2020 policies, the Eastside Transportation Plan, Kirkland and Redmond's Pedestrian and Bicycle Transportation Plan and Transportation Improvement Programs; and

WHEREAS, it is in the best interest of all parties to establish a lead agency to coordinate this project to provide a quality project with minimal impacts to the community; and

WHEREAS, Kirkland has retained a consulting firm to complete the design of the project;

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

I. SCOPE OF WORK

- a. This project is the first phase of a series of projects that ultimately will provide continuous left-turn lane, bike lanes, and sidewalks along the stretch of 132nd Avenue NE between NE 85th Street to the south and Slater Avenue NE to the north. This initial phase will provide a three (3) to eight (8) foot widened asphalt concrete shoulder or a five (5) foot asphalt concrete path for pedestrian and bicycle use on the west side of 132nd Avenue NE. The project will also enclose storm drainage, stripe no-passing zones, install no-passing signs, and coordinate with King County Transit for ADA improvements to bus stops along this corridor. Pedestrian crossings across 132nd Avenue will also be improved.
- b. Consideration shall be given to residential impacts, land use planning, traffic patterns and needs, topographic constraints, environmental constraints and costs. Coordination with the Cities of Redmond and Kirkland, and King County Transit will be ongoing to ensure consistency and compatibility with their plans and standards.

- c. The product will be a constructed pedestrian and bicycle facility on the west side of 132nd Avenue with bus stop and striping improvements. Construction of the project will be in accordance with plans and specifications produced by Kirkland's consultant and subject to public advertisement, bid, and construction which will be administered by Kirkland.

## II. KIRKLAND AND REDMOND PROJECT RESPONSIBILITIES

- a. Kirkland shall be the lead agency for the project. As lead agency, Kirkland shall be solely responsible for selecting, contracting with and for payment of a consultant to complete the design and produce plans and specifications. Kirkland shall also be solely responsible for the advertisement for bid, contracting, and the construction project management. Redmond's responsibility shall be limited to the reimbursement of Kirkland as provided below or otherwise provided in this Agreement. Specifically, Redmond shall not be a party to, or obligated under the contract between Kirkland and the consultant, or between Kirkland and the contractor.
- b. Kirkland agrees to have the construction completed by June, 1997. Redmond will be allowed a review and comment on the final design plans and specifications, and a construction review prior to project close-out. Redmond shall provide Kirkland with written comments on the design draft within ten (10) calendar days of receipt of the final design draft. Kirkland will provide two (2) copies of the final design draft for review and two (2) copies of the final set of plans and specifications, and two (2) sets of record drawings after final acceptance of the project.
- c. The parties to this agreement shall appoint a contact person or persons to act as liaison for the project. These contact persons shall form a technical review team which will meet on an "as needed" basis to provide guidance for the project and serve as a review and discussion body. The technical review team shall serve as the administrator

## III. PAYMENT OF EXPENSES RELATED TO THIS PROJECT

- a. Redmond agrees to contribute the total costs associated with the design, site preparation, procurement, placement, compaction, construction administration, testing and inspection of asphalt treated base, and asphalt concrete pavement up to a maximum \$200,000 for their share of construction costs associated with this project.

- b. Kirkland will bill Redmond for the actual asphalt concrete paving expenses incurred, on no more than a monthly basis. These bills shall reflect actual quantities and unit costs, including the current administrative overhead rate. The current administrative overhead rate is thirty five percent (35%) of the construction cost to cover the costs of design, administration, material testing and inspection. The construction contract bid items that will be billed to Redmond shall be: "Sawcutting Asphalt Concrete Pavement"; "Asphalt Concrete Pavement Class B", and "Asphalt Treated Base." The costs associated with these contract bid items will be totaled and the thirty five percent (35%) administrative overhead will be added. All payments shall be due within thirty (30) days of the billing date.

#### IV. DURATION/TERMINATION OF AGREEMENT

- a. This agreement will become effective upon the signing of this agreement by both parties, and will remain in effect until terminated by the completion of the project, or by thirty (30) days advanced written notice by either party.
- b. In the event of termination prior to completion of the objectives of this agreement, all direct and indirect costs incurred up to the date of termination shall be payable (up to the maximum of \$200,000). Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the project.

#### V. SEVERABILITY

- a. If any covenant or provision in this agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision.

#### VI. INDEMNIFICATION AND HOLD HARMLESS

- a. Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents, and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this agreement.

#### VII. OTHER PROVISIONS

- a. No liability shall attach to Kirkland or Redmond by reason of entering into this agreement except as expressly provided herein.

- 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 both parties.
- c. Each party shall be deemed an independent contractor for all purposes and the employees of either party or any of its contractors, subcontractors and employees shall not in any manner be deemed to be employees of the other party.
- d. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the non-breaching party which shall be attached to the original agreement.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by Kirkland under the terms of this agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ of \_\_\_\_\_ 1996.

CITY OF KIRKLAND

CITY OF REDMOND

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date