

RESOLUTION NO. R-4402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERAGENCY AGREEMENT WITH KING COUNTY FOR PROCUREMENT OF THE CONSTRUCTION PHASE FOR THE INTERSECTION IMPROVEMENTS AT 124th AVENUE AND NE 132nd STREET.

WHEREAS, King County will improve 124th Avenue NE; including some of the intersection of 124th Avenue NE and NE 132nd Street ("the intersection"), which is adjacent to the corporate limits of the city of Kirkland; and

WHEREAS, the city has identified the need to improve components of the Intersection within the City of Kirkland to meet concurrency standards identified in the City's comprehensive plan; and

WHEREAS, the City of Kirkland has allocated up to \$480,000 from the City's grant match fund to contribute to King County for improvements to the City's portion of the Intersection; and

WHEREAS, on March 4, 2003 the City Council of the City of Kirkland adopted Resolution No. 4364 authorizing the City Manager to execute an Interagency Agreement with King County for the procurement of the design phase drawings and identification of the necessary rights of way; and

WHEREAS, it is in the best interest of the parties to improve the Intersection at the same time and, at this time, to designate a lead agency for procurement of the construction phase for both the County and the City for the improvements; and

WHEREAS, the City of Kirkland is authorized by RCW Chapter 39.34 to enter into agreements with other governmental entities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized to execute in Interagency Agreement with King County on behalf of the City in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED by majority vote of the Kirkland City Council in regular open meeting on the 7th day of October, 2003.

SIGNED IN AUTHENTICATION thereof this 7th day of October, 2003.

Mayor

Attest:

Kathleen Anderson
Deputy City Clerk

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF KIRKLAND
REGARDING THE CONSTRUCTION PHASE
FOR THE IMPROVEMENTS AT THE INTERSECTION
OF 124th AVENUE NORTHEAST AND NORTHEAST 132nd STREET**

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 Kirkland ("the City"). The City and the County are collectively referred to as "the parties."

RECITALS

- A. The County has a Capital Improvement Project on 124th Avenue Northeast from Northeast 132nd Street to Northeast 145th Street ("the County Project"; CIP #101296).
- B. The parties agree that the construction of the County Project will provide an important link in the regional transportation system.
- C. The parties have also identified the need for additional northbound left turn lane and signal modification improvements to the intersection of 124th Avenue Northeast and Northeast 132nd Street ("the City Improvements"; CIP Project TR-0076) which are not part of the County Project.
- D. The parties agree that such City Improvements are necessary to provide additional capacity for development that is anticipated in the City.
- E. The design plan and right-of-way plan have been completed under a separate agreement.
- F. The County has been awarded a TIB grant.
- G. It is in the best interest of the parties to establish a lead agency to complete the construction of the City Improvements, in coordination with the County Project.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. THE WORK

"The Work" is the accomplishment of the construction of the City Improvements. The County currently anticipates that it can complete the Work by end of September, 2004. However, because this anticipated completion date can vary depending on many factors,

the parties acknowledge that this anticipated completion date is an estimate only, and does not constitute a deadline.

2. GENERAL RESPONSIBILITIES

2.1 The County shall perform the Work. The City shall pay the County for the Work as described in Section 5.

2.1.1 The City shall be responsible for all other activities necessary to implement the City Improvements including, but not limited to, the acquisition of all property and easements necessary for the City Improvements..

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

2.3 The City shall be responsible for coordinating the public information and involvement with regard to the Work. The County shall be given the opportunity to attend and participate in any public meetings.

2.4 The parties shall appoint a contact person or persons to act as a liaison for the Work. These contact persons will meet on an "as needed" basis to provide guidance for the Work.

2.5 The County shall be responsible for coordinating the adjustment, relocation and utility notification for all utilities within the project area including, but not limited to, Puget Sound Energy, Northshore Utility District, Seattle City Light and Comcast.

3. THE CONSTRUCTION CONTRACT BIDDING

3.1 The County shall prepare the contract bid documents for the County Project.

3.1.1 The County shall incorporate the City's plans and specifications for the City Improvements into the Contract Bid Documents for the County Project in such manner as to allow, to the extent possible, identification of cost allocations between the parties.

3.1.2 The County shall name the City as additional insured on the contract.

3.2 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.

- 3.3 The County will provide to the City a copy of the plans and specifications advertised for bid.
- 3.4 The County will open the bids. The County will 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.
- 3.5 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.
- 3.6 The County shall award the contract to the lowest responsible bidder for the total County Project, including the City Improvements, subject to applicable laws and regulations.

4. CONTRACT ADMINISTRATION

- 4.1 The County shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the completion of the Work. In providing such services within the City, the County 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.
- 4.2 The City may furnish an inspector (at the City's expense) to insure proper compliance with requirements during the construction of the City Improvements. The City's inspector shall advise the County of any deficiencies noted. The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance. All communications shall go through the County inspector.
- 4.3 The City shall notify the County, in writing, of any changes it wishes to make in the plans and specifications which affect the City Improvements.
- 4.4 The County will keep the City advised as to the progress of the City Improvements, and shall not order or approve any changes in the City Improvements' approved design that substantially change the nature of the City Improvements without first being approved by the City; such approval shall not be unreasonably withheld by the city.
- 4.5 The County Road Engineer shall have the final authority to determine whether any changes will be implemented.

- 4.6 Prior to the project completion, both Parties shall perform a mutual final inspection of the City Improvements portion 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 construction deficiencies that comply with the contract specifications. In the event changes or additions to the City Improvements outside of the contract are identified, a change order may be authorized by the County, but only after approval by the City. Final project acceptance will be by the County Road Engineer after approval by the City of the City Improvements.

5. PAYMENT

- 5.1 The City shall pay the County for actual costs of the Work, including, without limitation, construction contractor costs and all costs incurred by the County for engineering, clerical, construction, administrative, inspection and other services attributable to the Work, as well as all City requested changes performed by the County's contractor.
- 5.2 The preliminary cost estimate, as detailed on Attachment "A", for the construction of the Work is approximately \$400,000, which includes 22% construction management and inspection cost.
- 5.3 The County shall bill the City for actual expenses incurred, on no more than a monthly basis. These bills will reflect actual costs, including administrative overhead rate. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the City as a delinquent charge, starting 30 days after the billing date.
- 5.4 The County shall administer the grant including billing TIB for reimbursements on eligible costs.
- 5.4.1 The County agrees to reimburse the City up to a maximum of \$100,000 from the TIB grant for the grant eligible costs of the Work.
- 5.5 The City shall be responsible directly to the County for all payments described herein. Any payments or reimbursements that the City may anticipate receiving from Evergreen Hospital are a matter between the City and the hospital and shall not affect the City's obligations to pay the County for the Work.

6. DURATION/TERMINATION

- 6.1 This Agreement shall remain in effect until completion of the Work and payment by the City of all monies due from the City to the County, subject to Section 6.2 below.

- 6.2 If expected or actual TIB grant funding is withdrawn or reduced or limited in any way prior to the completion of the Work, the County may, with thirty (30) days written notice to the City, terminate this Agreement.

7. 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.

8. 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 within 30 days, the matter shall be decided by the Director of the King County Road Services Division subject to any other legal remedies the parties may have, including but not limited to, litigation.

9. OTHER PROVISIONS

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 9.5 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.
- 9.6 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 9.7 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

9.8 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 KIRKLAND

Road Services Division Director

City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

Final Engineer's Estimate

PROJECT LIMITS

LENGTH: 0.15 Mile

124th Avenue N.E. at N.E. 132nd Street Intersection - C.I.P.#C45681

Attachment A

R-4402

9/30/2003

ITEM NO.	TOTAL QUANTITY	UNIT	STD. ITEM NO.	ITEM	C45681 City of Kirkland	ENGINEER'S UNIT PRICE	CITY OF K.
PREPARATION							
1	LUMP SUM	LS	0001	MOBILIZATION	LUMP SUM		\$21,159
2	LUMP SUM	LS	0035	CLEARING AND GRUBBING	LUMP SUM		\$7,935
3	LUMP SUM	LS	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM		\$10,580
4	500	L.F.	0188	REMOVING TEMPORARY PAVEMENT MARKING	500	\$0.20	\$100
GRADING							
5	1,000	C.Y.	0310	ROADWAY EXCAVATION INCL. HAUL	1,000	\$10.00	\$10,000
6	0	TON	0431	GRAVEL BORROW INCL. HAUL	0	\$12.00	\$0
DRAINAGE							
7	5	C.Y.	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	5	\$7.00	\$35
8	1	C.Y.	7010	GRAVEL BACKFILL FOR TRENCH	1	\$20.00	\$20
9	20	C.Y.	7014	GRAVEL BACKFILL FOR DRAIN	20	\$30.00	\$600
10	1	EACH	1045	CURB INLET	1	\$500.00	\$500
11	1	EACH	9605	CONNECTION TO DRAINAGE STRUCTURE	1	\$500.00	\$500
12	2	EACH	3100	ADJUST CATCH BASIN	2	\$300.00	\$600
13	1	EACH	3110	STD. FRAME AND SOLID COVER FOR CATCH BASIN	1	\$350.00	\$350
14	300	L.F.	1160	UNDERDRAIN PIPE 8 IN. DIAM.	300	\$10.00	\$3,000
15	25	L.F.	1170	DRAIN PIPE 6 IN. DIAM.	25	\$25.00	\$625
16	10	L.F.	3889	DUCTILE IRON PIPE FOR WATER MAIN 12 IN DIAM.	10	\$75.00	\$750
SANITARY SEWER							
17	4	EACH	SPEC PROV	ADJUST MANHOLE	4	\$350.00	\$1,400
WATER							
18	2	EACH	SPEC PROV	ADJUSTING EXISTING VALVE COVER	2	\$150.00	\$300
STRUCTURE							
19	640	C.Y.	4008	STRUCTURE EXCAVATION CLASS A INCL. HAUL	640	\$15.00	\$9,600
20	37	C.Y.	4012	GRAVEL BACKFILL FOR FOUNDATION CLASS A	37	\$35.00	\$1,295
21	280	C.Y.	4025	GRAVEL BACKFILL FOR WALL	280	\$30.00	\$7,800
SURFACING							
22	410	TON	5100	CRUSHED SURFACING BASE COURSE	410	\$25.00	\$10,250
LIQUID ASPHALT							
23	0.5	TON	5305	ASPHALT CSS-1	0.5	\$500.00	\$250
ASPHALT CONCRETE PAVEMENT							
24	85	S.Y.	5711	PLANING BITUMINOUS PAVEMENT	85	\$15.00	\$1,275
25	640	TON	5765	ASPHALT CONC. PAVEMENT CLASS B	640	\$40.00	\$25,600
26	280	TON	5732	ASPHALT CONC. PAVEMENT FOR PRELEVELING CLASS E	280	\$38.00	\$11,020
EROSION CONTROL AND LANDSCAPING							
27	150	S.Y.	6464	PLASTIC COVERING	150	\$1.75	\$263
28	6	EACH	6471	INLET PROTECTION	6	\$80.00	\$480
29	25	C.Y.	6405	TOPSOIL TYPE A	25	\$30.00	\$750
TRAFFIC							
30	1,380	L.F.	6806	PAINT LINE	1,380	\$0.25	\$345
31	2,200	L.F.	6817	PAINTED WIDE LINE 8 INCH	2,200	\$0.50	\$1,100
32	580	S.F.	6857	PLASTIC CROSSWALK LINE	580	\$2.00	\$1,120
33	50	L.F.	6859	PLASTIC STOP LINE	50	\$3.50	\$175
34	24	EACH	6870	PAINTED TRAFFIC LETTER	24	\$5.00	\$120
35	6	EACH	SPEC PROV	PAINTED BIKE LANE SYMBOL	6	\$50.00	\$300
36	500	L.F.	6888	TEMPORARY PAVEMENT MARKING	500	\$0.50	\$250
37	0.5	L.S.	6904	SIGNALIZATION SYSTEM	0.5	\$170,000.00	\$85,000
38	7	EACH	6833	PLASTIC TRAFFIC ARROW	7	\$50.00	\$350
39	250	HOUR	6979	TRAFFIC CONTROL LABOR	250	\$35.00	\$8,750
OTHER ITEMS							
40	10	M. GAL.	7018	WATER	10	\$25.00	\$250
41	0.5	EACH	7045	MONUMENT CASE AND COVER	0.5	\$350.00	\$175
42	410	L.F.	6705	CEMENT CONCRETE CURB AND GUTTER	410	\$10.00	\$4,100
43	325	S.Y.	7055	CEMENT CONCRETE SIDEWALK	325	\$25.00	\$8,125
44	295	L.F.	7089	COATED CHAIN LINK FENCE TYPE 8	295	\$18.00	\$4,720
45	2,200	SF	7164	GRAVITY BLOCK WALL	2,200	\$25.00	\$55,000
46	270	SF		MODULAR BLOCK WALL	270	\$25.00	\$6,750
47	200	S.Y.	7550	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	200	\$2.50	\$500

\$304,166

10%

\$30,417

22%

\$65,417

CONSTRUCTION TOTAL \$400,000

Design & Right-of-Way \$80,000

TOTAL COSTS \$480,000