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Contract 8783

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BELLEVUE AND THE CITY OF REDMOND
2020 NE BELLEVUE-REDMOND ROAD OVERLAY PROJECT

WHEREAS, certain streets, sidewalks, traffic control devices and utilities on and along NE Bellevue-Redmond Road from 124th Avenue NE to NE 30th Street, portions of which are within Bellevue and Redmond, are inadequate to meet present and anticipated future demands, and

WHEREAS, needed improvements to said facilities should be made as a part of one, coordinated project for the purpose of accomplishing the improvements in the most economical, efficient, and logical manner, and

WHEREAS, Bellevue has been awarded a federal Surface Transportation Program grant in the amount of \$1,500,000 to partially fund improvements along the project corridor and within both agencies' jurisdictions, and

WHEREAS, Bellevue is willing to serve as the lead agency for the purpose of accomplishing said improvements and administering the grant, and

WHEREAS, Redmond is willing to allow Bellevue to serve as the lead agency and to cooperate with Bellevue for the purpose of accomplishing the improvements, and

WHEREAS, Bellevue and Redmond are each authorized to enter into an agreement for the purpose of cooperative action pursuant to RCW Chapter 39.34,

NOW, THEREFORE, the parties hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms upon which Bellevue and Redmond have agreed to cooperate to bring about the following project scope: conduct pavement analysis, street rehabilitation, sidewalk repair, ADA ramp reconstruction, traffic control, utility adjustments and related improvements on and along the segment of NE Bellevue-Redmond Road from 124th Avenue NE to NE 30th Street, hereinafter "the Improvements".

The Improvements and the location thereof shall be as set forth in the engineering plans to be developed as further described in Section 3 of this Agreement.

2. DESIGNATION OF ADMINISTRATOR AND CONTACTS

- A. Bellevue shall serve as the Administrator for the purpose of administering this Agreement. As more specifically provided hereinafter, as Administrator, Bellevue shall be responsible for all necessary engineering and other design work, permit approvals, bid law compliance, Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual compliance, Local Agency Grant Agreements (and supplements as necessary), contracting, construction, inspection and legal services necessary to complete the improvements.
- B. For the administration of this Agreement, each party designates a primary point of contact, as identified below:

- | | | |
|----------------------|---------|-------------------------------|
| a. City of Redmond: | Name: | Tricia Thomson (or successor) |
| | Title: | Pavement Manager |
| | Phone: | 425-556-2776 |
| | E-mail: | tthomson@redmond.gov |
| b. City of Bellevue: | Name: | Teresa Becker (or successor) |
| | Title: | Pavement Manager |
| | Phone: | 425-452-7942 |
| | E-mail: | tbecker@bellevuewa.gov |

3. ENGINEERING

- A. Bellevue shall provide and/or contract for all necessary design and construction engineering.
- B. As Bellevue advances the design of improvements to the specified design milestones of 60% and 90%, Redmond will be given the opportunity to review drawings, specifications and estimates for engineering approval of the work to be performed in the City of Redmond.
- C. Redmond will be given at least ten (10) working days to complete the review at each design milestone indicated above and provide comments, request changes, or approve the plans, specifications and estimates.

- D. Upon Redmond's review and approval of the 90% plans, specifications and estimates, this set will constitute the "Agreed Upon Design".
- E. Any permits required by Redmond shall be furnished to Bellevue at no cost and in a timely manner.

4. BIDDING AND CONTRACTING

- A. Construction work shall be performed by one or more qualified contractors selected through a process meeting applicable public bid law requirements and as provided in RCW 39.34.030 as now enacted or hereafter amended. Bellevue shall prepare all necessary specifications and other information necessary to complete the bidding process including for work to be performed in the City of Redmond.
- B. Bellevue shall notify Redmond of the bids received for construction of the Improvements prior to entering into any contracts.
- C. Bellevue will enter into a contract with one or more contractors for construction of the Improvements ("Construction Contracts"). Bellevue shall be responsible for administering the Construction Contracts and securing necessary bonds and proof of insurance. A non-discrimination clause shall be included in the contract documents.
- D. Bellevue shall maintain inspection records and reports and make copies available to Redmond upon request.
- E. Prior to final acceptance of any of the work performed in Redmond, Redmond shall be given the opportunity to inspect the work and to provide Bellevue with a list of corrections, if any, that need to be made in order to meet the Agreed Upon Design. Bellevue shall endeavor to cause the corrections to be made prior to final acceptance of the work.
- F. Upon notice by Bellevue of the completion of the Improvements, Redmond will be given at least ten (10) working days to complete the inspection and provide a list of corrections, if any.
- G. Any indemnification provisions in the Construction Contracts shall include the City of Redmond, its officers, employees and agents, and any insurance provisions shall require the City of Redmond to be named as additional insured in the insurance policy.

- H. The Construction Contracts shall provide for all warranties applicable to the work to be performed in Redmond to be assigned to the City of Redmond upon final acceptance of the work.

5. OWNERSHIP OF IMPROVEMENTS

All improvements made pursuant to this Agreement shall become assets of, and shall be maintained by the jurisdiction in which they lie as currently agreed upon by Bellevue and Redmond.

6. RESPONSIBILITY FOR COST OF IMPROVEMENTS

- A. The parties will finance the project and maintain the budget for the project as set forth in this section. The obligations of Redmond shall be limited to those expressly set forth in this Agreement. Redmond agrees to establish and maintain a budget for the improvements that are the subject of this agreement within its Capital Improvement Program (CIP). Redmond further agrees to pay Bellevue for five (5) percent of the actual local (non-grant-funded) share of all costs necessary for the design, engineering and construction of the improvements, to be determined at the conclusion of the project. All of the remaining costs shall be paid by Bellevue; however, Bellevue shall not be reimbursed for the direct or indirect costs of staff time devoted to entering into and carrying out this Agreement. At execution of this Agreement, the total estimated cost for the design, engineering, and construction of the improvements is \$4,464,000. After deduction of the federal grant award, the local (non-grant-funded) portion of the total estimated cost is \$2,964,000. Redmond's five (5) percent share of the local portion of estimated costs is \$148,200.
- B. After inspection and acceptance of the completed Improvements by Bellevue, Bellevue shall prepare and submit to the designated Redmond contact a single invoice for Redmond's local share of all actual design, engineering, and construction costs associated with implementing the Improvements.
- C. All invoices shall be paid within sixty (60) days of receipt of a proper invoice.

D. Bellevue shall keep cost records and accounts pertaining to this Agreement available for inspection by Redmond representatives during the project and for three (3) years after final payment. Copies shall be made available on request.

7. HOLD HARMLESS/INDEMNIFICATION

Each of the parties is participating in and will approve the design and construction of the improvements within its respective jurisdiction. Each of the parties therefore agrees that upon final acceptance of the improvements, each party shall be solely responsible for that portion of the improvements located within its jurisdiction and shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the design, construction, operation, or maintenance of that portion of the improvements located within its jurisdiction. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. This indemnification and waiver shall survive termination of this Agreement.

The Parties further agree to protect, defend, indemnify and save harmless one another from any contract claim or action brought by a third party arising out of or resulting from each of the Party's respective acts, omissions, or contractual obligations under this Agreement or any other contractual agreement in furtherance of the purposes stated in Section 1.

In the event one or both of the Parties wish to pursue any claim or action against a contractor or person who is not a party to this Agreement, the other party will cooperate in good faith in prosecuting such claim or action, not necessarily including sharing in the costs of pursuing such claim.

8. DURATION/TERMINATION

This Agreement shall remain in effect for ten years or until completion of the improvements and final acceptance of the same as provided herein, whichever comes first, or unless earlier terminated by agreement of all parties, provided that Bellevue, as Administrator, shall have authority to discontinue or suspend design, installation, financing, and/or construction of the Improvements for any of the following reasons:

- A. Lack of sufficient funding;
- B. Legal challenge;
- C. Environmental concerns.

This agreement may be terminated by either party without cause upon 30 days written notice, in which event all finished or unfinished work of the contractor within the limits of Redmond's responsibility as set forth in paragraph 6 A., pursuant to the Agreement shall be submitted to Redmond for payment. The contractor shall be entitled to just and equitable compensation at the rate set forth in paragraph 6 for any satisfactory work completed prior to the date of termination. After all payments are disbursed, any remaining assets, if any exist, shall revert to the agency that originally owned the asset.

9. INTEGRATED AGREEMENT

This agreement embodies the entire agreement, terms and conditions between the parties. No verbal or other agreements shall affect or modify the terms or obligations contained herein. Amendments shall be reduced to writing and signed by all parties.

10. SEVERABILITY

If any section, sentence, clause or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

11. COMPLIANCE WITH LAWS

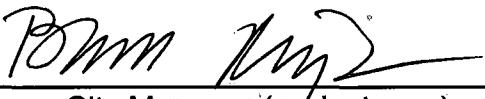
The Parties agree to abide by all applicable state and federal laws, including but not limited to Title VI and "Buy America".

12. FILING OF THE AGREEMENT

- A. A copy of this Agreement shall be filed with the City Clerk for the cities of Bellevue and Redmond.
- B. A copy of this Agreement shall be filed with the county auditor or, alternatively, listed by subject on each Party's website or as otherwise provided for in RCW 39.34.040.

CITY OF BELLEVUE

ATTEST:

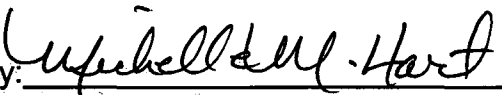
By: 
City Manager (or designee)

Approved as to form:

By: 
Assistant City Attorney

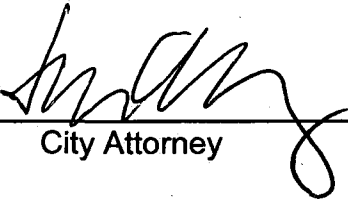
CITY OF REDMOND

ATTEST:

By: 
City Clerk

By: 
Mayor

Approved as to form:

By: 
City Attorney

Section 5. The City's 2017-2023 CIP Plan, adopted by Ordinance No. 6333 on December 5, 2016, as previously amended, is hereby further amended to increase the project budget for the Overlay Program (CIP Plan No. PW-M-1) by \$1,648,200, awarded from the federal Surface Transportation Program (STP) funding and the City of Redmond.

Section 6. If the actual revenue received from WSDOT Surface Transportation Program (STP) funding and the City of Redmond shall be more or less than the anticipated amount set forth herein, the appropriations to the CIP Fund and Plan shall be adjusted to be equal to the amount actually received.

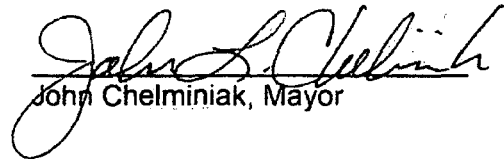
Section 7. This Ordinance shall take effect and be in force five (5) days after its passage and legal publication.


Passed by the City Council this 2nd day of April, 2018
and signed in authentication of its passage this 2nd day of April, 2018.




Approved by the City Council:

Lori M. Riordan, City Attorney


John Chelminiak, Mayor


Monica A. Buck, Assistant City Attorney

Attest:


Kyle Stannert, City Clerk

Published April 5, 2018,

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6411

AN ORDINANCE 1) authorizing execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) for acceptance of \$1,500,000 in federal Surface Transportation Program (STP) funding for the construction phase of a pavement overlay project on NE Bel-Red Road between 124th Ave NE and approximately NE 30th Street; 2) authorizing execution of an interlocal agreement with the City of Redmond for cost sharing on the design and construction of a multijurisdictional segment of NE Bel-Red Road between NE 20th and NE 24th Streets with the City of Redmond contributing approximately \$148,200; and 3) amending the 2017-2023 Capital Investment Program (CIP) Plan to increase the project budget for the Overlay Program (CIP Plan No. PW-M-1) by \$1,648,200.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a grant agreement (and supplements if necessary) with WSDOT for acceptance of \$1,500,000 in federal Surface Transportation Program (STP) funding for the construction phase of a pavement overlay project on NE Bel-Red Road between 124th Ave NE and approximately NE 30th Street, a copy of which grant agreement shall be substantially in the form given Clerk's Receiving No. _____.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant agreement.

Section 3. The City Manager or his designee shall have responsibility for the administration of said funds and expenditure of said funds received pursuant to said grant agreement and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 4. The City Manager or his designee is authorized to execute an interlocal agreement with the City of Redmond for cost sharing on the design and construction of a multijurisdictional segment of NE Bel-Red Road between NE 20th and NE 24th Streets with the City of Redmond contributing approximately \$148,200, a copy of which agreement shall be substantially in the form given Clerk's Receiving No. _____.

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: Interlocal Agreement

Project No: 20011501.17.06.03

Type of Service: Overlay Project

Provider of Service: City of Bellevue (as lead agency)

Source of Funding: Transportation CIP

Original Contract/Agreement Amount: \$148,200 Estimated Start Date: 8/1/2018

Current Contract/Agreement Amount (includes previous supplements, if any): _____

Proposed Increase: _____ Council Approval Date: 7/17/18

New Contract Total: _____ Estimated Completion Date: _____

Project Administrator: Tricia Thomson Ext: 2776

Return contract to: Tess Sturtevant Mailstop: 2NPW Ext: 2873

Supervisor/Manager Signature [Signature] Date 8/14/18

Department Head/Designee Signature [Signature] Date 8/15/18

Remarks: Project scope for this agreement: pavement analysis, street rehab, sidewalk repair, ADA ramp reconstruction, traffic control, utility adjustments and other related improvements along a segment of NE Bel-Red Rd from 124 Ave NE to NE 30. Bellevue has been awarded a \$1.5 Million grant and will serve as lead agency. Serg - PLS CROSS-REF AN 100 12-113

ROUTING PROCESS: (2 copies)

To: City Clerk (for routing and signatures) _____ M. Date 8/21/18

Risk Manager [Signature] Date 8/21/18
(Signature or initials)

City Attorney [Signature] Date 8/24/18
(Signature or initials)

Mayor [Signature] Date 8/24/18
(Signature or initials)

City Clerk _____ M. Date 8/24/18
(Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number _____ City Contract Number 8783

Contract Routing & Approval Form – Instructions for Public Works Department

1. Start with three (3) original copies of the Construction Contract or Consultant Agreement. All documents must be signed by the construction company or consultant firm before routing for City signatures.
2. Originating Department: Complete this form through the “Remarks” section, including Division Head (or designee) signature. Incomplete forms will be returned to the originating division.
 - Type of Service: Typically “Construction Services” or “Consultant Services”
 - Provider of Service: Name of Contractor or Consultant
 - Source of Funding: Funding source or sources (e.g., Transportation CIP)
 - Original Contract/Agreement Amount: Total dollar amount (including all applicable taxes) of original Contract/Agreement
 - Estimated Start Date: Contract/Agreement start date
 - Current Contract/Agreement Amount: Total of Original Contract Amount, plus increases from all previous supplements. If this is the original contract, enter the same number as above.
 - Proposed Increase: For current supplement only. If this is the original contract, enter N/A.
 - New Contract Total: Current Contract/Agreement Amount from above plus Proposed Increase.
 - Council Approval Date: If applicable, otherwise N/A. Date needed if:
 - Consultant agreement/addendum exceeds \$25,000 for one year
 - Construction contract exceeds \$30,000 for single craft or \$50,000 for multiple crafts
 - Estimated Completion Date: For consultant agreements, this is the contract expiration date. For construction contracts, add one year to the estimated construction completion date.
 - Project Administrator: Enter Project Manager.
 - Remarks section:
 - Include any pertinent notes
 - For supplements, include the original contract number and any previous supplement numbers.
 - For supplements, also indicate the percentage increase or decrease
3. Flag all contract signature pages.
4. Securely fasten any explanatory memorandums or material in the front of the document.
5. Each Construction Contract copy must have an insurance certificate and performance bond (as required) securely fastened to the contract unless other arrangements have been made with the Risk Manager.
6. With this form on top, give all three copies to the Division Head/Supervisor for review and signature. Then deliver to Department Head for approval. Once approved, the contract/agreement goes to the City Clerk’s office for routing to the Risk Manager, City Attorney, and Mayor for approval. Once all approvals have been obtained, the City Clerk will assign a contract number and contact the person listed in the “Return contract to” field.
7. Standard turnaround time for contract routing is ten (10) days. Every effort will be made to expedite routing if the contract routing form is marked as “Urgent” in the “Remarks” section.
8. Distribution of fully executed contracts and agreements is as follows:
 - One (1) filed with City Clerk
 - One (1) to contractor or consultant
 - One (1) retained by department

Construction Contracts: Scan completed Contract Routing Form and fully executed signature pages and replace blank pages in electronic file on server. Notify Capital and Grant Analyst that contract has been fully executed and provide link to file.

Consultant Agreements: Provide a copy of the routing form and agreement to the Department Administrative Coordinator.