INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE CITY OF REDMOND

2012 OVERLAY PROGRAM

WHEREAS, certain streets, sidewalks, traffic control devices and utilities on and along portions of 148th Avenue NE from Bel-Red Road to SR 520, and also 156th Avenue NE between Bel-Red Road and NE 28th Street, portions of which are within Redmond and Bellevue 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 is willing to serve as the lead agency for the purpose of accomplishing said improvements 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:

I. PURPOSE

The purpose of this Agreement is to set forth the terms upon which Bellevue and Redmond have agreed to cooperate to bring about street rehabilitation, sidewalk repair, ADA ramp reconstruction, traffic control, utility adjustments and related improvements on and along

portions of 148th Avenue NE and also 156th Avenue NE, hereinafter "the improvements".

The improvements and the location thereof shall be as set forth in the plans and described as follows:

Rehabilitation of the existing roadways will include planing and resurfacing of 148th Avenue NE between Bel-Red Road & SR-520 and also 156th Avenue between Bel-Red Road & NE 28th Street, sidewalk repair and ADA ramp reconstruction as required, traffic detection loops, utility adjustments and channelization improvements.

The parties hereby approve said design requirements.

II. LEAD AGENCY

Bellevue shall serve as the lead agency for the purpose of administering this Agreement. As more specifically provided hereinafter, as lead agency, Bellevue shall provide for all necessary engineering and other design work, permit approvals, bid law compliance, contracting, construction, inspection and legal services necessary to complete the improvements.

III. ENGINEERING

- A. Bellevue shall provide all necessary design and construction engineering.
- B. Bellevue has completed the final design and specifications for the 2012 Overlay

 Program Bid No. 12002. Redmond will review drawings, specification and estimates

 for engineering approval of the work to be performed in the City of Redmond.
- C. The review will be given ten (10) working days to complete.
- D. Any permits required by Redmond shall be furnished to Bellevue at no cost and in a timely manner.

IV. 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. Believue shall prepare all necessary specifications and other information necessary to complete the bidding process including work to be performed in the City of Redmond.
- B. Bellevue will enter into a contract with one or more contractors for construction of the improvements. Bellevue shall be responsible for administering the contracts and securing necessary bonds and proof of insurance. A non-discrimination clause shall be included in the contract documents. Prior to final acceptance of any of the work to be 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 cause the corrections to be made prior to final acceptance of the work.
- C. Any indemnification provisions in said contracts shall include the City of Redmond, its officers, employees and agent, and any insurance provisions shall require the City of Redmond to be named as additional insured in the insurance policy.
- D. The contract 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.

V. 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.

VI. RESPONSIBILITY FOR COST OF IMPROVEMENTS

- A. The parties will finance and 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, Redmond further agrees to pay all costs necessary for the design, engineering and construction of the improvements within their city limits, which for the purpose of this agreement shall consist of the northbound lanes of 148th Avenue from NE 20th Street to SR 520, and a portion of the southbound lanes of 156th Avenue from NE 28th Street to Bel-Red Road, as indicated in the project plan documents. All of the remaining costs shall be paid by Bellevue; however, Redmond shall not be reimbursed for the direct or indirect costs of staff time devoted to entering into and carrying out this Agreement. The estimated cost for the Redmond portion of the contract including design, engineering and construction is \$300,000.
- B. Bellevue shall maintain inspection records and reports and make copies available to Redmond upon request.
- 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 for three (3) years after final payment.
 Copies shall be made available on request.

VII. HOLD HARMLESS/INDEMNIFICATION

. Each of the Parties 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, each of the Party's own negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence. 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

VIII. 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, which ever comes first, or unless earlier terminated by agreement of all parties, provided that Bellevue, as lead agency, 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 VI 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 VI 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.

IX. 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.

X. 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 of constitutionality of any other section, sentence, clause or phrase of this Agreement.

XI.

A copy of this Agreement shall be filed with the City Clerk for the cities of Bellevue and Redmond.

CITY OF BELLEVUE

ATTEST: By: But Muye City Manager - Deputy Approved as to form: CITY OF REDMOND ATTEST: Approved as to form: