

**AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF REDMOND
FOR THE DESIGN AND CONSTRUCTION OF
THE AVONDALE/NOVELTY HILL ROAD CORRIDOR
INTELLIGENT TRANSPORTATION SYSTEM**

THIS **AGREEMENT** is made and entered into by and among King County, a political subdivision of the State of Washington, hereinafter called the “County” and the City of Redmond hereinafter called the “City”. The County and the City are collectively referred to as the “Parties”.

RECITALS

- A. The County has Capital Improvement Program projects (C60114 and CIP #100206) along the Avondale/ Novelty Hill Road corridor (the “Corridor”) for the purpose of designing and constructing the Intelligent Transportation System (ITS) program for the Corridor, hereinafter called the “Project”. The Project has been awarded a total of \$686,700 in grant funds.
- B. The Corridor is defined as starting from 208th Ave NE on Novelty Hill Road to Avondale Road, continuing south on Avondale Road to SR 520 ramps and to a communication hub at SR 202 and SR 520 interchange.
- C. The City and the County own traffic signals and related equipment along the Corridor. All additional equipment installed as part of the Project will be owned by the party with jurisdiction following acceptance of construction by both Parties.
- D. The Parties agree that the construction of the Project would optimize the use of existing signals and turn lanes along the Corridor.
- E. It is in the best interest of the Parties for the County to implement the Project.

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

AGREEMENT

1. SCOPE OF WORK

The ultimate scope of work is to prepare engineering design plans and to construct the Project. The agreement product will be the preparation of engineering drawings and construction of Avondale/Novelty Hill Road ITS. The County shall perform all design and engineering services for the Project, including that portion of the Corridor within the City, in accordance with all applicable standards and with consultation with the City.

The Project includes the following specific design requirements:

- Install Econolite ASC-2 or 3 controllers or controller with equivalent software throughout the Corridor: seven (7) within the City and one (1) within the County
- The City will receive (2) cabinet replacements for installation along the corridor and the County will receive one (1). If at 95% design, it is determined that additional budget is available for City equipment, additional cabinets will be purchased for the City.
- The controller at Novelty Hill Road/208th Ave NE will communicate over a fiber optic cable to the communication hub.
- The Redmond controllers will continue to communicate over copper interconnect and be transferred to fiber at the communication hub.
- A fiber optic hub will be installed at Avondale/Novelty Hill Road for communication equipment necessary to connect the corridor to the City and the County and provide communication between the City, WSDOT and King County Traffic Management Centers. This fiber optic hub will be jointly owned by the City and the County. The agencies shall each be responsible for 50 percent of the cost to maintain or replace the fiber optic hub cabinet. Each agency will be 100 percent responsible for the cost to maintain and replace their own equipment within the cabinet.
- Two cameras will be installed at the intersection of Avondale/Novelty Hill Road.
- Two cameras will be replaced at Novelty Hill Road/208th Ave NE intersection.
- Up to one additional camera and one permanent count station will be installed along Novelty Hill Road within King County right-of-way.
- Additional equipment will be purchased for fiber termination at the Old Redmond Elementary School.

2. COUNTY AND CITY RESPONSIBILITIES

- 2.1 The County is the lead agency for the Project and is the lead agency with regard to design, right-of-way acquisition, construction, NEPA review, permitting, ISTEAF funding and all other matters pertinent to the accomplishment of the Scope of Work. The City shall provide all necessary permits for that portion of the Project within its jurisdiction.
- 2.1.1 The County will provide 30%, 70%, and 95% plans and specifications to the City for review. The City will provide written comments, if any, to the County within fourteen days after the City receives the plans and specifications.
- 2.1.2 The County and City shall reevaluate the budget and the City's costs at 95% design, prior to Project ad, and at bid opening to assure that the costs will stay within the Project budget of \$975,200. If the City's portion of Project will exceed the estimated \$362,200, the City has the right to renegotiate the City's portion of the Project with the County only to the extent of assuring that the City's portion of the Project stays within the \$362,200 estimate.

- 2.1.3 The final design shall be mutually agreed upon by the Parties.
- 2.2 The County shall be responsible for coordinating the public information and involvement process and shall meet with the City to develop the Public Involvement Plan. The City shall be given the opportunity to attend and participate in any public meetings.
- 2.3 The Parties shall appoint a contact person or persons to act as a liaison for the Project. These contact persons will meet on an "as needed" basis to serve as a coordination body among the Parties.
- 2.4 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 complete the Project. The County shall apply for, and the City shall grant, a no fee right-of-way use permit prior to Project construction.
- 2.5 The final acceptance of the Project shall be by the County after review and approval by the City for the portion of the Project within the City's jurisdiction.
- 2.6 The schedule for the Project shall be mutually agreed upon by the Parties.

3. **CONSTRUCTION CONTRACT**

- 3.1 The County shall prepare the contract bid documents.
- 3.2 The County shall require all contractors and sub-contractors to name the City of Redmond, its employees, agents, and officers as additional insured on all liability insurance policies except Professional Liability and Workers Compensation.
- 3.3 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. The City will be responsible for additional notification.
- 3.4 The County will provide to the City four copies of the plans and specifications advertised for the contract.
- 3.5 The County will open the bids, which is typically three weeks after the Project is advertised. The City is invited to attend the opening of the bids.
- 3.6 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.
- 3.7 The County shall award the contract to the lowest responsible bidder for the

Project, subject to applicable laws and regulations.

4. CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The County shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the execution of the Project. In providing such services within the City's jurisdiction, the County Road 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, as limited by the terms of the right-of-way use permit.
- 4.2 The City may inspect the Project to insure proper compliance with requirements during the performance of the Project within the City. The City shall advise the County of any deficiencies noted.
- 4.2.1 The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance.
- 4.2.2 The City shall notify the County, in writing, of any changes it wishes to make which affect the City's portion of the Project. The parties shall jointly determine whether any changes requested by the City will be implemented. The City shall be financially responsible for those requested changes. This City financial responsibility will be in addition to the City's financial obligation as described in Section 5.1.
- 4.3 The County shall keep the City advised as to the progress of the Project and shall not order or approve any changes in the approved Project plans and specifications that substantially change the nature of the Project without first consulting the City.
- 4.4 At the completion of the Project, both parties shall perform a mutual final inspection 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 only deficiencies that comply with the contract specifications or applicable City and County standards. Final project acceptance will be by the County as the Certification Acceptance agency of the Project.

5. PAYMENT

- 5.1 The City shall pay the County for actual costs incurred by the County associated with the design and construction, without limitation, for the portion of the Project built for the City's benefit not reimbursed by the grant.
- 5.1.1 The cost estimate for the City's portion of the Project is \$362,200 per Exhibit A. The expected grant proceeds to be reimbursed to the City's portion of the Project is \$246,400, for a net cost to the City of \$115,800.
- 5.2 In addition, the City shall pay the County for any City requested scope of work

changes for which the City is financially responsible as described in Section 4.2.2. Costs associated with City requested changes shall be the full financial responsibility of the City, unless agreed otherwise between the two Parties.

- 5.3 The County shall invoice the City on no more than a monthly basis for costs incurred by the County associated with the City's portion of the Project minus the amount reimbursed by the grant. The City shall pay the County no later than 30 days after the City receives the County's invoice, with one percent per month interest being charged to the City as a delinquent charge, starting 30 days after the billing date.

6. DURATION/TERMINATION

- 6.1 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 subject to the early termination provisions in Section 6.2 and 6.3.
- 6.2 The County's estimated cost share of the Project is fully funded for construction in 2007, the County's current appropriation year. Funding for this Agreement beyond the County's current appropriation year is conditional upon appropriation by the Metropolitan King County Council of sufficient funds to support the County's obligations described herein. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.
- 6.3 If expected or actual funding from sources other than the City and the County is withdrawn, reduced or limited in any way prior to the completion of the Project, either Party may, with thirty (30) days written notice to the other Party, terminate this Agreement.
- 6.4 In the event of termination prior to completion of the Project:
- 6.4.1 All direct and indirect phasing-out costs shall be paid by the Party requesting termination.
 - 6.4.2 Termination costs payable shall not exceed the actual costs incurred as a result of termination of the Project.
 - 6.4.3 The other Party shall be released from any further obligations under the Agreement.

7. FORCE MAJEURE

The County's performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring

right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the County.

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, the parties may agree in writing to an alternative dispute resolution process.

9. INDEMNIFICATION

The County shall protect, defend, indemnify and save harmless the City, its successors and assigns together with its officers, directors, employees, and agents only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the County of any obligation contained in this Agreement, to be observed or performed by the County, or any wrongful act or negligence of the County or its agents or employees which relates to this Agreement, howsoever arising. For this purpose, the County, by mutual negotiation, hereby waives, with respect to the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the County.

The City shall protect, defend, indemnify and save harmless the County, its successors and assigns together with its officers, directors, employees, and agents only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the City of any obligation contained in this Agreement, to be observed or performed by the City or any wrongful act or negligence of the City or its agents or employees which relates to this Agreement, howsoever arising. For this purpose, the City, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

10. OTHER PROVISIONS

10.1 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 or agents of the City.


10.2 Nothing contained herein is intended to, or shall be construed to, create any rights in any person or entity 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 person or entity not a signatory to this Agreement.

- 10.3 Waiver of any 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.
- 10.4 Each Party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 10.5 The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 10.6 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.
- 10.7 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 10.8 This Agreement may be amended only by an instrument in writing, duly executed by all Parties.

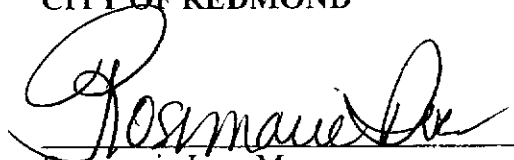
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed below.

KING COUNTY


Linda Dougherty, Division Director
Road Services Division

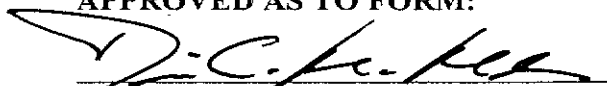
8/9/07
Date

CITY OF REDMOND


Rosemarie Ives, Mayor
City of Redmond

7/24/07
Date

APPROVED AS TO FORM:


Deputy Prosecuting Attorney

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

Summary	Total	King County	Redmond
Signal Controllers and Cabinets	\$121,000	\$28,000	\$93,000
ITS equipment	\$143,106	\$113,951	\$29,155
Fiber optic install	\$141,820	\$114,900	\$26,920
CCTV Cameras	\$87,000	\$53,000	\$34,000
Mobilization	\$49,292	\$30,985	\$18,307
Traffic Control	\$25,000	\$15,715	\$9,285
Subtotal Construction	\$567,218	\$356,551	\$210,667
Contingency	\$56,722	\$35,655	\$21,067
Total Construction	\$623,940	\$392,206	\$231,734
Construction Engineering	\$164,900	\$103,655	\$61,245
Design	\$186,400	\$117,170	\$69,230
Total Cost	\$975,200	\$613,000	\$362,200
Estimated grant reimbursement	\$663,500	\$417,100	\$246,400
Match Funding	\$311,700	\$195,900	\$115,800