

**INTERAGENCY AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF RENTON  
REGARDING IMPROVEMENTS TO  
RENTON AVENUE SOUTH BETWEEN 75<sup>TH</sup> AVENUE SOUTH AND 76<sup>TH</sup> AVENUE  
SOUTH – Phase 1A**

**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 Renton (“the City”), a non-charter code city under RCW 35A.03, and a municipal corporation in the State of Washington, regarding improvements to Renton Avenue South in unincorporated King County. The County and the City are collectively referred to as “the Parties.”

**RECITALS**

- A. The County has a capital improvement project (CIP #M56321) to design and construct pedestrian improvements (“the Project”), in unincorporated King County.
- B. The Project is located on the east side of Renton Avenue South between 75<sup>th</sup> Avenue South and 76<sup>th</sup> Avenue South in the City’s West Hill Potential Annexation Area (the “PAA”).
- C. The County and the City entered into an agreement April 29, 2011 regarding improvements to Renton Avenue South between 75th Avenue South and 76th Avenue South. As required by this agreement, the County and the City developed and implemented a joint public information and involvement process. Citizen input from the joint public involvement process resulted in an expanded scope of work for the Project. The new scope of work is described in Section 2 of this Agreement.
- D. The King County Department of Housing and Community Development awarded the King County Road Services an \$182,495 Community Development Block Grant for design and partial funding of the improvements.
- E. The City obtained a grant for \$243,750 from the Washington State Department of Commerce (WSDOC) to construct the first phase of the Project, as described in the April 29, 2011 Agreement.
- F. The City has obtained additional funding from WSDOC to construct the expanded scope of work for the Project. The total grant amount the City has obtained for Phase 1A is \$727,000. A cost estimate for the expanded scope is attached in Exhibit A. Exhibit A also shows available funding from these grants to complete the Project.
- G. It is in the best interest of the County and the City to establish a lead agency to coordinate the Project and to provide for the design, construction and contract administration for the Project.

NOW, THEREFORE, in consideration of the terms and provisions, the Parties agree as follows:

## **AGREEMENT**

### **1. PURPOSE AND CONSIDERATION**

The purpose of this Agreement is to set forth the Parties' respective rights, roles, responsibilities and consideration relating to the Project.

1.1 King County receives financial assistance for the economic development and infrastructure investment project while retaining absolute control over the Project, the bidding, the granting of the contract, the work, or every other aspect of this Project being performed in unincorporated King County.

1.2 The City of Renton, by providing financial assistance in the form of grant money to King County, hopes to benefit by receiving potentially new patrons for Renton businesses, new employment, housing and services for Renton residents, and other valuable consideration.

### **2. SCOPE OF WORK**

The scope of work for the Project includes an eight foot wide pervious concrete sidewalk, a five (5) foot wide landscaping strip, an eight (8) foot parking lane, and a gateway community identification feature. The Project length is 1,200 feet.

### **3. GENERAL RESPONSIBILITIES**

3.1 All improvements related to the Project shall be consistent with the King County Road Standards and all applicable requirements including but not limited to King County Code Titles 14 and 21A.

3.2 The County shall be the lead agency for the Project with regard to plans, specifications, estimates (PS&E), environmental review and permitting and construction.

3.2.1 The County shall submit a Project schedule to the City after the preferred alternative has been selected. This schedule will identify major milestones and timelines, including but not limited to the following: 30%, 60%, 90% and 100% design documents, environmental review, project permitting, advertisement for bid and award of bid, construction duration, and final acceptance of the Project. The County and the City's tasks shall be identified in the Project schedule. The City shall review this schedule, and the schedule may be periodically amended with the approval of the Parties.

3.2.1.1 After the County produces the 30 percent design documents, the City shall notify the County of any variances it may request from the 2007 King County Road Design and Construction Standards for the design of the Project.

3.2.1.2 Any variance from King County Road Standards shall be reviewed by the County Road Engineer in accordance with the variance requirements of Section 1.12 of the King County Road Standards.

3.2.1.3 The City shall be responsible for all additional costs related to City-requested variances that exceed the Project budget.

3.2.1.4 The County will process design variances during the 30 to 70 percent design phases. Approval of such variances shall remain the sole discretion of the County Road Engineer. The County shall provide the City with a written explanation for any variance decision.

3.3 The County shall update the City on its progress in designing and constructing the Project at a joint meeting that shall occur no less frequently than every 30 days.

3.4 The County Road Services Division Director or designee and the City Public Works Administrator or designee shall serve as liaison for the purpose of this Agreement. The designated contact persons shall meet on an "as needed" basis to provide guidance for the Project and serve as a coordination body between the Parties.

#### 4. CONSTRUCTION CONTRACT BIDDING

4.1 The County shall provide the City a minimum of one copy of the plans and specifications advertised for bid, and an electronic file of the contract documents.

4.2 The County shall advertise the contract in the official legal publication for the County and if necessary other publications to provide the widest possible coverage commensurate with the size of the Project.

4.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically two to three weeks after the Project is advertised. The City may attend the opening of the bids.

4.4 The County shall award the contract to the lowest responsible bidder for the total Project subject to applicable laws and regulations.

4.5 The County shall require that the City is included as an additional insured on the contractor(s) insurance policy(s), and that the City is included in the contract(s) indemnification provisions and receives the same protection as received by the County.

4.6 The County shall be responsible for following all applicable Federal, State and local laws, rules and regulations in the expenditure of the funds to be paid by the City to the County in connection with the Project. The County assures the City that its procedures are consistent with applicable laws relating to public contract bidding procedures, and the City neither incurs nor assumes any responsibility for the County's bid, award or contracting process.

4.7 In connection with this Agreement, neither the County nor any Party contracting or subcontracting in connection with the Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of the delivery of services or any other benefits under this Agreement. The County shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations that prohibit such discrimination.

5. CONTRACT ADMINISTRATION

5.1 The County shall provide all necessary engineering, administrative, inspection, clerical and other services necessary for the completion of the Project.

5.2 The City may furnish an inspector (at the City's expense) to monitor compliance with requirements during the construction of the Project.

5.2.1 The City's inspector shall advise the County of any deficiencies noted.

5.2.2 The County shall take any necessary action to resolve the deficiencies noted by the City's inspector.

5.2.3 The City's inspector shall not communicate directly with or instruct the Project contractor directly on any matters.

5.3 Prior to the Project completion, the Parties shall perform a mutual final inspection of the Project.

5.3.1 The City may provide a written deficiency list to the County within ten working days after the final inspection. The list shall contain only construction deficiencies that are out of compliance with the contract specifications and shall cite the specification that it considers to be at issue in the deficiency.

5.3.2 Final acceptance of the Project shall be by the County Road Engineer or designee.

5.4 The County represents to the City that it has or will have adequate supervision for those participating in the Project and that all applicable rules, regulations, statutes and ordinances will be complied with in their entirety.

6. PAYMENT

6.1 The City's total financial contribution to the County to fund the Project shall not exceed the amount of the City's WSDOC grants with the exception of additional costs the City agrees to contribute in accordance with Section 3.2. The City's WSDOC grants -of \$243,750 and \$727,000 total \$970,750.

6.2 The County shall bill the City on no more than a monthly basis. All costs shall be due within 30 days of the billing date.

6.3 Billings shall be based on the County's progress payment request to the contractor. The County shall include a copy of this progress payment request with their billing.

6.4 The County shall include in the billing any additional costs to the City associated with the provisions of Section 3.2.

6.5 The County shall expend the City's contribution in accordance with the funding requirements of the City's WSDOC grants.

6.6 The County shall provide the City with all necessary documentation that the City requires to meet its grant obligation to WSDOC.

6.7 The City shall provide the County with funding requirements as described in the City's WSDOC grants.

6.8 The City shall have a right to demand and receive prompt verification that the grant funding is being used consistent with this Agreement and the WSDOC grant.

7. DURATION/TERMINATION

7.1 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.

7.2 If the grants awarded to the City are withdrawn, reduced or limited in any way, or if Federal funding requirements affect the Project, prior to the completion of the Project, either Party may, with thirty (30) days written notice to the other Party, terminate this Agreement.

7.3 In the event of termination prior to completion of the Project, the Party requesting termination shall pay any outstanding contractual obligations at the time of termination. Payable termination costs shall not exceed the actual costs incurred as a result of termination of this Agreement.

7.4 Either Party may terminate this Agreement for default in the event the other Party materially breaches this Agreement. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other Party setting forth the manner in which said Party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice; provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination. Neither Party may serve a Notice of Termination until they have exhausted the dispute resolution provisions set forth in Section 9.1.

8. LIABILITY

8.1 King County shall protect, defend, indemnify and save harmless the City of Renton, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to any negligent services by the King County or its agents or employees associated with this Contract caused by or resulting from any negligent acts or omissions by the King County or its agents or employees related to the satisfaction of this Agreement. King County agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of King County's immunity under Washington's Industrial Insurance Act, RCW Title 51, and only to the extent necessary to provide the indemnified Party, the City of Renton, with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8.2 As to any part of the Renton Avenue South ILA, in the greater Skyway sidewalk improvement project, including any gateway, in which the City of Renton has an active role in construction, maintenance or design, Renton shall protect, defend, indemnify and save harmless the King County, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to any negligent services by the City of Renton or its agents or employees associated with this Contract caused by or resulting from any negligent acts or omissions by the City of Renton or its agents or employees related to the satisfaction of this Agreement. The City of Renton agrees that, excluding King County and its subcontractors, it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of The City of Renton's immunity under Washington's Industrial Insurance Act, RCW Title 51, and only to the extent necessary to provide the indemnified Party, King County, with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

In the event it is determined that RCW 4.24.115 (entitled "*Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract*") applies to this Agreement, the City agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property

(hereinafter "claims"), arising out of or in any way resulting from the City's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

9. DISPUTE RESOLUTION

9.1 In the event of a contractual 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 matter shall be forwarded for discussions to the Director of King County's Road Services Division, and the City Manager, or their respective designee(s). If this process fails to resolve the dispute within thirty (30) days after such referral, a Party may pursue any legal remedy available or the Parties may agree to submit the matter to mediation or other alternate dispute resolution.

9.2 If the Parties submit the matter to alternate dispute resolution and the matter is not resolved, a Party shall be entitled to pursue any legal remedy available in a court of law. In the event that any of the parties deem it necessary to institute legal actions or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in King County Superior Court of the State of Washington. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. The City hereby consents to the personal jurisdiction of the King County Superior Court of the State of Washington.

9.3 Unless otherwise expressly agreed to by the Parties in writing, both the City and the County shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

10. AUDITS AND INSPECTIONS

10.1 The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County or the City during the term of this Agreement and three years after termination.

10.2 Audits and inspections shall be the responsibility of the County. The City shall provide the County with documents required for any audit or inspection related to this Agreement.

11. OTHER PROVISIONS

11.1 Severability. A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Agreement, which shall remain in full force and effect.

11.2 Interpretation. The captions of the Sections or Paragraphs of this Agreement are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

11.3 Waivers. All waivers shall be in writing and signed by the waiving Party. Either Party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either Party from enforcing that provision or any other provision of this Agreement in the future.

11.4 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.

11.5 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control (other than the payment of money), the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions and weather conditions.

11.6. Joint Drafting Effort. This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

11.7 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party.

11.8 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

11.9 This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

11.10. If there is a conflict between this and any previous Agreement, the terms of this Agreement shall supersede the terms of the previous Agreement.

## 12. INSURANCE



12.1 Each Party shall procure and maintain for the duration of the Agreement, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees or subcontractors.

12.2 No Limitation. Neither Party's maintenance of insurance as required by the Agreement shall not be construed to limit that Party's liability to the amount of coverage required by this Agreement.

12.3 Minimum Scope and limit of Insurance. Each Party shall obtain insurance of the types and at the limits described below:

12.3.1 Automobile Liability insurance at \$1,000,000 Combined Single Limit per occurrence.

12.3.2 Commercial General Liability insurance at \$1,000,000 per occurrence and \$2,000,000 aggregate, including Employers Liability at \$1,000,000 per occurrence.

12.3.3 Workers' Compensation coverage at statutory limits.

12.4 Verification of Coverage

12.4.1 Each Party shall furnish the other with certificates and a copy of the amendatory endorsements if any.

12.4.2 King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as the "County," maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

Should the County elect to cease self-insuring its liability exposures and purchase Commercial General Liability insurance, County agrees to add the City as an additional insured.

12.4.2 It is agreed that the City of Renton's participation in a governmental self-insured risk pool, with Washington Cities Insurance Authority will meet the requirements of Section 12.3.

The County acknowledges, agrees and understands that the City of Renton is self-funded for all of its liability exposures. The City of Renton agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The City of Renton agrees to provide the County with at least 30 days prior written notice of any material change in the City's self-funded program and will provide the County with an evidence of coverage letter as adequate proof of coverage. The County further acknowledges, agrees and understands that the City of Renton does not purchase Commercial General Liability insurance and is with a self-insured pool; therefore the City of Renton does not have the ability to add the County as an additional insured. The City of Renton is Self Insured for worker compensation.

Should the City of Renton elect to cease self-insuring its liability exposures and purchase Commercial General Liability insurance, the City agrees to add the County as an additional insured.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the date last written below.

**KING COUNTY**

*Paulette Norman*

Paulette Norman  
~~Interim~~ King County Road Services Division  
Director

1/6/12  
Date

**APPROVED AS TO FORM:**

*John B. [Signature]*  
Deputy Prosecuting Attorney

1/10/2012.  
Date

**CITY OF RENTON**

*Denis Law*

Denis Law, Mayor

Attest: *Bonnie I. Walton*  
Bonnie I. Walton, City Clerk

December 16, 2011  
Date

**APPROVED AS TO FORM:**

*Lawrence J. Warner*  
City Attorney

December 16, 2011  
Date



## EXHIBIT A

70% ENGINEER'S ESTIMATE						August 23, 2011	
RENTON AVENUE S. PEDESTRIAN IMPROVEMENTS - C.I.P. M56321							
PROJECT LIMITS: 76TH AVE. S. TO 75TH AVE. S.							
LENGTH: 1,200 FEET							
ITEM NO.	TOTAL QUANTITY	UNIT	STD. ITEM NO.	ITEM	300710	ENGINEER'S UNIT PRICE	ENGINEER'S ESTIMATE
<b>PREPARATION</b>							
1	LUMP SUM	L.S.	0001	MOBILIZATION	1	\$ 30,803.75	\$ 30,803.75
2	LUMP SUM	L.S.	0035	CLEARING AND GRUBBING	1	\$ 2,500.00	\$ 2,500.00
3	LUMP SUM	L.S.	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	\$ 20,000.00	\$ 20,000.00
<b>GRADING</b>							
4	1,200	C.Y.	0310	ROADWAY EXCAVATION INCL. HAUL	1,200	\$ 18.00	\$ 21,600.00
<b>SURFACING</b>							
5	655	TON		MODIFIED CRUSHED SURFACING BASE COURSE	655	\$ 25.00	\$ 16,375.00
<b>HOT MIX ASPHALT</b>							
6	390	TON	5767	HMA CL. 1/2-INCH PG 58-22 INCL. EXCAVATION	390	\$ 100.00	\$ 39,000.00
<b>EROSION CONTROL AND LANDSCAPING</b>							
7	EST \$5,000	EST.	6490	EROSION / WATER POLLUTION CONTROL	EST \$5,000	\$ 5,000.00	\$ 5,000.00
8	15	EA.	6471	INLET PROTECTION	15	\$ 100.00	\$ 1,500.00
<b>TRAFFIC</b>							
9	LUMP SUM	L.S.	6871	PROJECT TEMPORARY TRAFFIC CONTROL	1	\$ 40,000.00	\$ 40,000.00
10	LUMP SUM	L.S.		SIGNAL CONTROLLER RELOCATION	1	\$ 60,000.00	\$ 60,000.00
<b>OTHER ITEMS</b>							
11	LUMP SUM	L.S.		SITE PREP, LAYOUT, TESC, AND SPCC PLAN	1	\$ 10,000.00	\$ 10,000.00
12	1,400	L.F.		CEMENT CONCRETE CURB AND GUTTER (CLASS 4000) INCL. EXCAVATION	1,400	\$ 25.00	\$ 35,000.00
13	980	L.F.		CEMENT CONCRETE GUTTER (CLASS 4000) INCL. EXCAVATION	980	\$ 25.00	\$ 24,500.00
14	565	S.Y.		PERVIOUS CEMENT CONCRETE SIDEWALK 6-INCH THICK INCL. EXCAVATION	565	\$ 100.00	\$ 56,500.00
15	220	S.Y.		CEMENT CONCRETE DRIVEWAY (CLASS 4000) 5-INCH THICK INCL. EXCAVATION	220	\$ 70.00	\$ 15,400.00
16	11	EA.		CEMENT CONC. SIDEWALK CURB RAMP	11	\$ 1,000.00	\$ 11,000.00
17	LUMP SUM	L.S.		LANDSCAPE, SITE CLEANUP, AND MISC ITEMS	1	\$ 30,000.00	\$ 30,000.00
18	\$15,000	CALC.		MINOR CHANGES - UNDERGROUND	1	\$ 30,000.00	\$ 30,000.00
19	\$15,000	CALC.	7728	MINOR CHANGES	1	\$ 15,000.00	\$ 15,000.00
20	LUMP SUM	L.S.		TRANSIT IMPROVEMENTS	1	\$ 5,000.00	\$ 5,000.00
21	6,400	S.F.	7164	GRAVITY BLOCK WALL	6,400	\$ 25.00	\$ 160,000.00
22	330	L.F.		BLACK VINYL CLAD COATED CHAIN LINK FENCE TYPE 4	330	\$ 40.00	\$ 13,200.00
23	1	EA.		FLAG POLE RELOCATION	1	\$ 500.00	\$ 500.00
<b>TOTAL BID AMOUNT</b>						<b>\$</b>	<b>642,679</b>
<b>10% CONTINGENCY</b>						<b>\$</b>	<b>64,268</b>
<b>TOTAL CONSTRUCTION (OPTION 3)</b>						<b>\$</b>	<b>706,947</b>
<b>KC INSPECTION @ 25% OF TOTAL BID AMOUNT (OPTION 9)</b>						<b>\$</b>	<b>178,737</b>
<b>KC DESIGN, OUTREACH &amp; CONTRACTING</b>						<b>\$</b>	<b>70,000</b>
<b>TOTAL</b>						<b>\$</b>	<b>953,683</b>
<b>KC COSTS IF GATEWAY INCLUDED (ART COORD &amp; ARTIST WORK)</b>						<b>\$</b>	<b>25,000</b>
<b>GRAND TOTAL</b>						<b>\$</b>	<b>978,683</b>
<b>Funding</b>							
\$146,000		CDBG (HUD)					
\$243,000		Wash. State Dept of Commerce					
\$727,000		Wash. State Dept of Commerce					
<b>\$1,116,000</b>							