

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

NE 40 ST and 148<sup>th</sup> Ave NE Paving Improvements

WHEREAS, certain streets, sidewalks, traffic control devices and utilities on and within the NE 40<sup>th</sup> Street and 148<sup>th</sup> Avenue NE intersection, 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 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: pavement grind and overlay, pavement repair, ADA ramp reconstruction, minor traffic signal modifications, traffic control, utility lid adjustments and related improvements on and within the NE 40<sup>th</sup> Street and 148<sup>th</sup> Ave NE intersection, 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



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 the share of all costs necessary for the design, engineering, and construction of the improvements within Redmond City limits, 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 within Redmond City limits is \$275,000.
- 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.

#### 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