

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

Date: June 28, 2007

Agenda Item #: C-3

SUBJECT: Interlocal Agreement with Snohomish County to act as the Certified Agency (CA) on behalf of the City of Sultan for Phase III of the Sultan Basin Road/US 2 Realignment Project.

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

SUMMARY STATEMENT:

The issue before the City Council is authorization to accept the Interlocal Agreement with Snohomish County that allows the County to act as the Certified Agency (CA) on behalf of the City and provide for the management, administration, preliminary design, and right-of-way appraisal of Phase III of the Sultan Basin Road/US 2 Realignment Project.

Federal Transportation Grants require recipients of grant funding have a Certified Agency oversee the projects. Snohomish County acted as Sultan's CA for Phase I and II of this project, and are willing to provide the service to the City for Phase III.

FISCAL IMPACTS:

The cost of this service will be paid out of grant funding received for this project.

ALTERNATIVES:

1. Approve the Interlocal Agreement from Snohomish County to provide CA Services for Phase III of the Sultan Basin Road/US 2 Realignment Project.
2. Do not approve the Interlocal from Snohomish County and indefinitely delay moving forward on Phase III of the Sultan Basin Road/US 2 Realignment.

STAFF RECOMMENDATION:

Council to authorize Mayor Tolson to sign the Interlocal Agreement with Snohomish to act as Sultan's Certified Agency on Phase III of the Sultan Basin Road/US 2 Realignment Project.

RECOMMENDED ACTION: Motion to authorize Mayor Tolson to sign the Interlocal Agreement with Snohomish to act as Sultan's Certified Agency on Phase III of the Sultan Basin Road/US 2 Realignment Project.

COUNCIL ACTION:

Action Date:

After Recording Return To:

Barbara Sikorski
Snohomish County Council
M/S 609
3000 Rockefeller
Everett, Washington 98201

 **DRAFT**

Parties: City of Sultan and Snohomish County
Tax Account No.: Not Applicable
Legal Description: Not Applicable
Reference No. of Documents Affected: Not Applicable
Filed with the Auditor pursuant to RCW 39.34.040
Document Title:

INTERLOCAL AGREEMENT
Between
SNOHOMISH COUNTY and THE CITY OF SULTAN
CONCERNING MANAGEMENT BY COUNTY FORCES OF THE SR 2/SULTAN
BASIN ROAD INTERSECTION IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into by and between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," and the City of Sultan, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, the CITY has concluded that improvement of the SR 2/Sultan Basin Road intersection is necessary in order to provide an acceptable level of road safety and traffic circulation; and

WHEREAS, the CITY has concluded that it will determine through a design study, including an environmental impact analysis and a public involvement process, hereinafter referred to as the "Project," which alternative of several potential courses of action to pursue for engineering and construction; and

WHEREAS, the CITY has secured federal and state grants to cover the cost of the Project; and

WHEREAS, the CITY has requested that the COUNTY manage the administration, design and right-of-way appraisal for the Project; and

WHEREAS, the COUNTY is a "Certified Acceptance" agency and is, therefore, qualified to administer federally funded projects; and

WHEREAS, the parties are authorized to enter into an Interlocal Agreement pursuant to chapter 39.34 RCW in order to jointly accomplish this Project;

NOW, THEREFORE, it is mutually agreed as follows:

I. PURPOSE

The purpose of this Agreement is to provide for the management, administration, preliminary design, and right-of-way appraisal of the Project. This Agreement sets forth the terms and conditions of the COUNTY's responsibilities on behalf of the CITY. No separate legal entity is created by this Agreement.

II. DURATION OF AGREEMENT

This Agreement shall become effective upon execution by all parties and recording with the Snohomish County Auditor and shall remain in effect until the CITY accepts the work and the CITY has made complete payment to the COUNTY, unless terminated sooner, as provided herein. It is anticipated that the Project will be completed by ~~December 31, 2003~~.

III. COUNTY RESPONSIBILITIES

- A. Upon recording of this Agreement, the COUNTY will commence work on the Project. Such work will proceed in general accordance with the schedule attached hereto as Exhibit D and incorporated herein by this reference.
- B. The COUNTY shall act as the lead agency on the PROJECT and will be responsible for compliance with the Local Agency Guidelines under certification acceptance authority during the preliminary design, right-of-way plan and appraisal preparation, environmental analysis and documentation, and public involvement phase of the Project. The COUNTY's Project Manager shall act as the administrator of this cooperative undertaking.
- C. The COUNTY shall assist the CITY in the CITY's administration of the grant agreement(s), and the CITY's submission of supporting documentation based on consultant/contractor payments, engineering, overhead, equipment, materials and labor expended on the Project on a monthly basis to the State Department of Transportation's Local Programs Office, the Transportation Improvement Board (TIB), and other funding agencies for reimbursement of Project expenditures.
- D. The COUNTY shall bill the CITY for the Project costs in accordance with the payment provisions below.
- E. The COUNTY shall be responsible for the administration of the Project, and may enter into a contract with a design consultant, administer the contract and make payments to the consultant on behalf of the CITY. Any contract with a design consultant shall be subject to review by the CITY and shall contain a "termination for convenience clause" acceptable to

the CITY. The estimated costs of the design consultant are shown on Exhibit C which is attached hereto and incorporated herein by this reference.

- F. The COUNTY shall perform all review and acceptance of the design work on behalf of the CITY after appropriate review and approval comments have been furnished by the CITY to the COUNTY. CITY review will parallel the COUNTY review during the "Agency Review" duration as shown in the schedule in Exhibit D. Prior to final acceptance, CITY concurrence and approval shall be obtained on all findings and recommendations.
- G. The COUNTY shall keep a reasonably itemized and detailed work record covering the cost of services performed on behalf of the CITY pursuant to this Agreement. The COUNTY shall bill the CITY in accordance with the cost reimbursement and payment provision of section V, below.
- H. The COUNTY shall make appropriate provisions for the involvement of the Washington State Department of Transportation (WSDOT) and coordinate all phases of the Project with WSDOT.
- I. The COUNTY will obtain appraisals in accordance with applicable laws, professional standards, and COUNTY practices.

IV. CITY RESPONSIBILITIES

- A. The CITY shall be responsible for payment of all costs not covered by grants associated with the Project, and reimburse the COUNTY in accordance with the terms of section V, below.
- B. The CITY shall administer the grant agreement(s) and submit properly prepared invoices on a monthly basis to WSDOT's Local Programs Office, the Transportation Improvement Board, or other funding agencies for reimbursement.
- C. The CITY shall submit to the COUNTY engineering plans and specifications for all adjacent road projects previously constructed or planned for future construction.

V. PAYMENT

- A. The CITY, in consideration of the faithful performance of the work to be done by the COUNTY, agrees to reimburse the COUNTY for the actual direct and related indirect cost of the work, up to but not to exceed \$309,482 for the Project. An itemized estimate of the cost for work to be performed by the COUNTY directly or through a consultant at the CITY's expense is marked Exhibit B, which is attached hereto and incorporated herein by this reference. Costs beyond the scope of the Project must be mutually agreed to and will be addressed in a supplement to this Agreement in accordance with section VIII of this Agreement. The COUNTY's costs include but are not limited to expenditures for services by county forces for engineering (labor and equipment), contract administration, right-of-way

plan/appraisal, project management and consultant and attorney's fees for the Project. The COUNTY's consultant will submit progress bills to the COUNTY for review and concurrence by the COUNTY project manager. After the COUNTY's concurrence, the COUNTY will submit to the CITY its progress bills that shall include both the COUNTY's and the consultant's costs. Upon request by the COUNTY, the CITY shall make payments to the COUNTY to cover the costs incurred. These payments are not to be more frequent than once per month. The CITY agrees to pay all payment requests within thirty (30) days of the request date. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

- B. Upon completion of the Project, a final audit shall be conducted of the Project in accordance with WSDOT's standards. At the time of the final audit all adjustments required shall be made and shall be reflected in a final billing to the CITY. Within thirty (30) days of receipt of the audit and final billing, the CITY shall notify the COUNTY of any objections to the audit and/or billing. If no objections are timely filed, the CITY shall make final payment to the COUNTY and such final payment shall constitute an acceptance by the CITY of the COUNTY's costs and accounting.
- C. During the progress of the Project and for a period not less than three years from the final payment to the COUNTY, all records and accounting pertaining to the PROJECT held by both the COUNTY and CITY shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continue past the three-year retention period.

VI. HOLD HARMLESS AND INDEMNIFICATION

- A. The CITY shall hold harmless, indemnify and defend the COUNTY, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CITY's negligent or intentional acts, errors or omissions in the performance of this agreement and arising by reason of CITY's participation in this Project; PROVIDED, HOWEVER, that the CITY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CITY's obligations hereunder shall apply only to the percentage of fault attributable to the CITY, its officers, officials, employees or agents.
- B. The COUNTY shall hold harmless, indemnify and defend the CITY, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions,

suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the COUNTY's negligent or intentional acts, errors or omissions in the performance of this agreement and arising by reason of COUNTY's participation in this Project; PROVIDED, HOWEVER, that the COUNTY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the CITY, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the COUNTY's obligations hereunder shall apply only to the percentage of fault attributable to the COUNTY its officers, elected and appointed officials, employees or agents.

- C. The parties hereby agree that, except as expressly set forth in this Agreement, the performance of services pursuant to this Agreement shall not constitute an assumption by the COUNTY of any CITY municipal obligations or responsibilities including but not limited to those relating to roads, streets, utilities or transportation facilities.

VII. TERMINATION

- A. The CITY may terminate this Agreement prior to the COUNTY's award of the consultant contract by providing written notice to the COUNTY as specified in section XII below. After award of the consultant contract, the CITY may terminate this Agreement only after the consultant contract has been terminated in accordance with its termination for convenience clause. The CITY shall be responsible for all costs incurred by the COUNTY up to the effective date of termination.
- B. The COUNTY may terminate this Agreement by providing written notice to the CITY if the COUNTY determines not to undertake the Project or to discontinue the Project, in which case the CITY shall only be responsible for costs incurred by the COUNTY prior to the COUNTY's notice of termination.

VIII. CHANGES TO THE CONSULTANT CONTRACT

Should it be determined that any change from the description of design study work contained in Exhibit A, which is attached hereto and incorporated herein, is required, the CITY hereby grants to the COUNTY the authority to make such changes up to the amount of \$5,000 (five thousand dollars) per incident, up to the contingency amount for the contract as shown in Exhibit B. In the event there are changes that would result in increased cost to the CITY in excess of \$5,000 per incident, or that would result in a total of cumulative incidents that is greater than the contingency amount, written approval must be secured from the CITY prior to the commencement of such work in the form of a Letter of Understanding, describing the changed scope of work and engineering costs, and signed by both the COUNTY Public Works Director or his designee and the CITY Public Works Director.

IX. PROJECT RECORDS

All records pertaining to the PROJECT held by the COUNTY shall be kept available for inspection by the CITY and furnished to the CITY upon request. In addition to the record retention requirements set forth in Section V.C., above, the CITY shall receive a reproducible copy of all the plan sheets. The COUNTY will retain and file the original mylar plan sheets and all other Project records.

X. DISPUTE RESOLUTION

- A. In the event the COUNTY and the CITY disagree over whether the Consultant has fulfilled its obligations under the contract, the COUNTY reserves the right to make the final decision as to the acceptability of the work. The COUNTY's final decision on acceptability shall be based upon conformance to applicable project specifications. The COUNTY shall notify the CITY prior to making a final decision on acceptability. If CITY disagrees with this decision, the COUNTY and the CITY shall resolve their differences as specified below.
- B. If a dispute arises between the CITY and the COUNTY, the parties agree that they will attempt to resolve the issues through mutual negotiation. In the event that the parties are not able to reach an agreement through such negotiation, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. The parties agree to share the costs of mediation equally.
- C. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either party finds it necessary to institute legal proceedings to enforce any provision of this Agreement, such proceedings may only be brought in the Superior Court of Snohomish County, Washington.

XI. CHANGES AND MODIFICATIONS

Either party may request changes, amendments, or additions to any portion of this Agreement. No such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either party unless it is in writing and executed by both parties and recorded with the County Auditor. All amendments shall be attached to and made part of the amended Agreement.

XII. NOTICES

Unless otherwise directed in writing, notices, reports and payments shall be delivered to each party as follows:

Snohomish County Public Works Dept.
Attn: Max Phan, P.E.
2930 Wetmore Ave.
Everett, WA 98201

City of Sultan
Attn: Laura Koenig, City Clerk-Treasurer
PO Box 1199
Sultan, WA 98294

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than five (5) days prior to the effective date.

XIII. CONFLICTS BETWEEN ATTACHMENTS AND TEXT

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

XIV. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written that is not incorporated herein is expressly excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2002. The signatories below represent and warrant they possess the authority to execute this contract and bind their respective entities.

SNOHOMISH COUNTY

CITY OF SULTAN

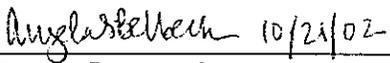
Snohomish County Executive



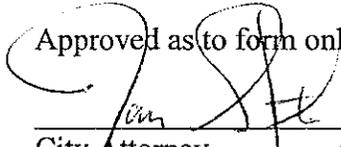
Mayor

Approved as to form only:

Approved as to form only:



Deputy Prosecuting Attorney



City Attorney

EXHIBIT "A"

SR 2/SULTAN BASIN ROAD INTERSECTION IMPROVEMENT PROJECT IN THE CITY OF SULTAN

Project Description

The Project will provide for preliminary design, a right-of-way plan/appraisal, environmental analysis and documentation, and a public involvement process for the SR 2/Sultan Basin Road Intersection Improvement Project.

The Snohomish County Public Works Department will manage the Project on behalf of the City of Sultan and administer the contracts. A consultant will perform preliminary design engineering and environmental work.

The work to be accomplished under this Agreement will be to provide planning and engineering services to evaluate two build alternatives and one no-build alternative for the improvements to SR2/Sultan Basin Road intersection. The project improvements will generally follow the description as presented in the 2000 Corridor Congestion Relief Program (CCRP) Funding Application dated January 15, 1999 and the Transportation Improvement Board (TIB) FY 2003 Application for Funding dated October 1, 2001. One alternative will include widening and reconstructing the existing SR2/Sultan Basin Road intersection and the other alternative will include realignment of Sultan Basin Road, relocation of the intersection with SR2, and a new roadway connection to Cascade View Drive. Both alternatives will include adding turn lanes on SR2 and signalizing the intersection. This study and report will evaluate the no-build alternative and the two build alternatives described in more detail as follows:

Build alternative number one will include widening existing Sultan Basin Road and Cascade View Drive at the intersection with SR2 to provide a 12-foot wide travel lane in each direction, a 12-foot wide left-turn lane and a 5-foot wide bicycle lane and 5.5-foot wide sidewalk on both sides of the roadway. The new roadway sections will taper down in width to match the existing roadways on both sides of SR2.

Build alternative number two will provide new horizontal and vertical alignments of Sultan Basin Road, approximately 750 feet of realigned roadway connecting to SR2 on the north side and approximately 400 feet of new roadway connecting SR2 to Cascade View Drive on the south side. The new roadway section will be 46 feet curb face to curb face, and will provide a 12-foot wide travel lane in each direction, a 12-foot wide two-way left-turn lane, a 5-foot wide bicycle lane in each direction and a 5-foot wide sidewalk and 4.5-foot wide landscape strip on both sides of the roadway.

Each build alternative will include the following improvements:

- A. Provide for widening approximately 3,500 feet of SR2 from 10th Street to the east end of Cascade View Drive. The roadway section will include a 12-foot wide travel lane in each direction, a 12-foot wide two-way left-turn lane and 8-foot wide shoulders for pedestrian and bicycle use. A 12-foot wide right-turn deceleration lane will be provided in each direction at the Sultan Basin Road intersection.
- B. Provide/repair/rehabilitate and overlay the existing roadway pavement to maintain the integrity and strength of the existing driving surface, and provide a new pavement section in new alignment and widened areas of Sultan Basin Road, Cascade View Drive, and SR2.

- C. Provide for channelization, pavement marking, signing and traffic control features for Sultan Basin Road and SR2 and at each intersection, including plastic crosswalks, traffic arrows, and stop bars. Accommodations for bicycle and pedestrian usage along Sultan Basin Road and SR2 will be provided.
- D. Provide for a new traffic signal at the intersection of Sultan Basin Road and SR2. The signal system will be fully actuated steel pole and mast arm type with vehicle detection loops and pedestrian phases. Interconnection to other signal systems will not be included.
- E. Provide a roadway illumination system to accommodate the new roadway alignment and roadway widening that meets CITY and WSDOT standards. The system will consist of luminaires on utility poles and/or new steel pole and mast arm type luminaires with a mounting height of 35 feet. Illumination will also be provided at the signalized intersection of Sultan Basin Road and SR2. Existing luminaires will be preserved on utility poles that are to remain or be relocated.
- F. Provide for widening of the Sultan Mill Pond bridge structure, Bridge Number 2/28 (Wagley Creek). The alternatives to provide for a wider structure include widening the existing bridge, a bridge replacement or substitution of an arch culvert and fill.
- G. Provide/replace/upgrade the existing storm drainage system to accommodate the new roadway alignment and roadway widening. The system will include piping, catch basins, existing facility adjustments, oil/water separators, detention vaults, and/or surface ponds, and erosion control to comply with COUNTY and CITY stormwater design criteria. The system for the new roadway specifically includes detention and water quality systems per CITY standards and Department of Ecology (DOE) guidelines.
- H. Provide/replace/upgrade or adjust underground and overhead utilities to accommodate the roadway improvements. The planned improvements will be coordinated with franchise utility owners to resolve conflicts. Franchise utilities will be responsible for modifying their facilities within the project limits. No new water main or sanitary sewer replacements or extensions are anticipated.
- I. Provide landscaping restoration and revegetation along the roadways. Provide landscape and irrigation systems along Sultan Basin Road in planter areas adjacent to curbs. Plantings will consist of street trees, bushes, groundcover plants and sod.
- J. Provide access connections along the roadway with standard driveway approaches at existing access locations. Provide standard curb return roadway approaches at the Sultan Basin Road and SR2 intersection. Provide an access connection to the Community Transit bus access and passenger loading and unloading area at the existing Park-and-Ride lot.

EXHIBIT "B"

**SR 2/SULTAN BASIN ROAD INTERSECTION IMPROVEMENT PROJECT IN THE
CITY OF SULTAN**

COST ESTIMATE

Estimate of the cost of County Efforts:

Project Management	\$ 20,000
Right-of-Way Plan and Appraisal	\$ 10,500
Consultant Fee Estimate*)	\$265,982
Contingency	<u>\$13,500</u>
Estimate of Cost for Design and Right-of-Way Work	\$309,482

* For a detailed breakdown of Consultant Fees see Exhibit "C"

EXHIBIT "C"

**SR 2/SULTAN BASIN ROAD INTERSECTION IMPROVEMENT PROJECT
CONSULTANT COST BREAKDOWN**

Project Task Description	Project Hours	Cost in \$
Administration	436	16,740.00
Data Collection	72	2,240.00
Field Surveys & Base Mapping	212	7,660.00
Geotechnical Analysis & Report	4	160.00
Traffic Analysis & Report	44	1,420.00
Public Involvement	128	4,280.00
Environmental Documentation	564	17,580.00
Preliminary Design & Report	592	16,820.00
Right-of-Way Plans	196	5,080.00
Labor Subtotal	2248	71,980.00
Overhead (Labor x 1.65)		118,767.00
Fee (Labor x 0.25)		17,995.00
Total Labor		208,742.00
Expenses		15,240.00
Subconsultant Landau & Assoc.	\$30,000.00	
Subconsultant Hamlin & Assoc.	\$12,000.00	
Total Subconsultants		42,000.00
Total Consultant Cost (Estimate)		265,982.00

EXHIBIT D

Notice to Proceed
Date

SR2 / SULTAN BASIN ROAD

ID	Task Name	Duration	1	2	3	4	5	6	7	8	9	10
1	Administration	35 wks										
2	Data Collection	4 wks										
3	Survey/Base Mapping	4 wks										
4	Geotechnical Report	6 wks										
5	Traffic Report	6 wks										
6	Public Involvement	6 wks										
7	Environmental Document	18 wks										
8	Preliminary Design/Report	18 wks										
9	Right of Way Plans	8 wks										
10	Agency Review	18 wks										

EXHIBIT C

AMENDMENT TO THE SR2/SULTAN BASIN ROAD INTERSECTION IMPROVEMENT PROJECT IN THE CITY OF SULTAN

SULTAN BASIN ROAD, PHASE II PROJECT IN THE CITY OF SULTAN

Project Description

The Sultan Basin Road, Phase II project is added as an amendment to the SR2/Sultan Basin Road Intersection Improvement project in the City of Sultan Interlocal Agreement, executed by the Snohomish County Council on December 15, 2004 (Snohomish County Record No. 200412220281).

The Project will provide for final design, right-of-way appraisal and acquisition, construction and inspection services for the Sultan Basin Road, Phase II project.

The Snohomish County Public Works Department will manage the Project on behalf of the City of Sultan and administer the contracts. A consultant will perform final design and construction engineering, including inspection. A contractor will perform project construction.

The work to be accomplished under this Agreement will be to provide final engineering, right-of-way appraisal and acquisition, and construction services for the Sultan Basin Road, Phase II. The planned improvements will include (Donna, Please fill in.)

EXHIBIT D

**AMENDMENT TO THE SR2/SULTAN BASIN ROAD INTERSECTION
IMPROVEMENT PROJECT IN THE CITY OF SULTAN
SULTAN BASIN ROAD, PHASE II PROJECT IN THE CITY OF SULTAN**

COST ESTIMATE

DESIGN

Consultant Fee Estimate	\$
Estimate of County Expenditures:	
Right-of-Way Acquisition	\$
Final Plan Preparation	\$
Project Management	\$
Design Subtotal	\$

CONSTRUCTION ENGINEERING

Consultant Fee Estimate	\$
Estimate of County Expenditures	
Contract Compliance	\$
PI/E, Traffic	\$
Construction Engineering	\$
Geotechnical/Materials	\$
CE Subtotal	\$
Contingency (Design & CE)	\$

ENGINEERING TOTAL **\$**

ADMINISTRATION FEE (15% of County Labor) **\$**

RIGHT-OF-WAY ACQUISITION **\$**

CONSTRUCTION

Contract	\$
Contingency	\$
Construction Subtotal	\$

TOTAL COST **\$**