

Washington State Department of Transportation
and the City of Renton

COOPERATIVE AGREEMENT
For the City of Renton Project Coordinator
For the I-405/I-5 TO SR 169 STAGE 1 – WIDENING PROJECT

This AGREEMENT is made and entered into by the CITY OF RENTON, a municipal corporation, hereinafter the "CITY," and the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, hereinafter the "STATE," collectively referred to as the "PARTIES" and individually referred to as "PARTY."

WHEREAS, the STATE, in the interest of providing congestion relief in the I-405 Corridor, proposes improvements along I-405 and SR 167 within the CITY in a project known as the I-405/I-5 to SR 169 Stage 1 – Widening Project, hereinafter the "PROJECT"; and

WHEREAS, on April 20, 2007, the PARTIES entered into GCA-5097 for the design and construction of the PROJECT; and

WHEREAS, pursuant to the terms of agreement GCA-5097, the STATE has committed to reimburse the CITY for costs that are directly related to services rendered solely for the PROJECT by a CITY Project Coordinator; and

NOW, THEREFORE, pursuant to Revised Code of Washington (RCW) 39.34.080, which authorizes a public agency to contract with another public agency to perform any governmental service that each public agency is authorized to perform, and in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 GENERAL

1.1 The STATE and the CITY agree that it is to the benefit of both PARTIES for the STATE to fund the new, temporary position of CITY Project Coordinator, in order to facilitate communication and coordination between the STATE and the CITY.

1.2 The CITY Project Coordinator will serve as the CITY's PROJECT liaison and will be responsible for facilitating communication between the STATE and CITY staff as well as expediting CITY review of all PROJECT-related submittals.

1.3 The individual serving in the capacity of CITY Project Coordinator shall be a Civil Engineer III or greater.

- 46 1.4 The CITY shall consult with the STATE on its choice of the individual chosen to serve as
47 the CITY Project Coordinator. The STATE shall have the authority to reject the
48 individual the CITY has chosen to fill the CITY Project Coordinator position.
49
- 50 1.5 The CITY may not change the individual serving in the capacity of CITY Project
51 Coordinator at any time without written authorization of the STATE.
52
- 53 1.6 The CITY Project Coordinator shall consult with the STATE's I-405 Project Engineer,
54 on a basis to be mutually agreed upon by the I-405 Project Engineer and the CITY, for
55 the purpose of PROJECT activity and priority direction.
56
- 57 1.7 The STATE shall only fund those hours worked by the CITY Project Coordinator for
58 activities directly related to the PROJECT. All other hours not directly related to the
59 PROJECT worked by the person serving as CITY Project Coordinator shall be paid by
60 the CITY.
61
- 62 1.8 The PARTIES agree that the STATE shall pay an all inclusive flat-rate for work by the
63 CITY Project Coordinator, as outlined in Section 6.0.
64
- 65 1.9 The CITY may require the CITY Project Coordinator to work in excess of 40 hours per
66 week. Even if the CITY Project Coordinator works more than 40 hours per week on
67 PROJECT-related activities, the CITY shall bill the STATE, to the nearest fifteen (15)
68 minute increment, at the agreed upon flat-rate outlined in Section 6.0.
69
- 70 1.10 In the event the CITY Project Coordinator is absent, the CITY will assign a designee to
71 act in the stead of the CITY Project Coordinator. The designee shall also be subject to
72 the terms and conditions of Section 1.3. The CITY's designee acting on behalf of the
73 CITY Project Coordinator shall serve no more than ten (10) consecutive business days
74 without STATE approval. If the CITY Project Coordinator is absent for more than ten
75 (10) consecutive business days, the CITY shall name a replacement, temporary or
76 otherwise, subject to the terms and conditions outlined in Sections 1.3, 1.4, and 1.5.
77
- 78 1.11 If the STATE is unable to resolve to its satisfaction a dispute regarding the CITY Project
79 Coordinator, upon following the dispute resolution process specified in Section 7.0, the
80 STATE shall have the authority to request a replacement to fill the CITY Project
81 Coordinator position. The STATE's written request for replacement shall be submitted
82 to the CITY, and the CITY shall have thirty (30) calendar days to comply. The CITY
83 shall name a replacement CITY Project Coordinator subject to the terms and conditions
84 outlined in Sections 1.3 and 1.4.
85
- 86 **2.0 CITY RESPONSIBILITIES**
87
- 88 2.1 The CITY agrees to pay the CITY Project Coordinator and administer all employee
89 benefits in the same manner as all other CITY employees.
90

91 2.2 The CITY agrees that the CITY Project Coordinator shall be required to submit a
92 monthly activity report to the STATE of actual hours worked performing the tasks listed
93 in Section 4.0. The activity report shall include a daily accounting of specific activities
94 performed and specific hours worked to accomplish the tasks. The STATE will review
95 the hours worked and, if accurate, will approve reimbursement to the CITY at the
96 mutually agreed upon rate identified in Section 6.0.
97

98 2.3 The CITY Project Coordinator agrees to direct all communications related to specific
99 aspects of the PROJECT through the STATE's I-405 Project Engineer or his/her
100 designee.
101

102 3.0 STATE RESPONSIBILITIES

103
104 3.1 The STATE agrees to direct all communication related to the PROJECT through the
105 CITY Project Coordinator.
106

107 4.0 SCOPE OF WORK

108
109 4.1 The CITY Project Coordinator shall serve as a liaison between the STATE's I-405
110 Project Engineer and CITY staff.
111

112 4.2 The CITY Project Coordinator shall represent the CITY in design-build task force
113 meetings and ongoing informal reviews as design is being developed. The CITY Project
114 Coordinator shall be responsible for informing the appropriate CITY staff of discussions
115 and decisions made at task force meetings.
116

117 4.3 The CITY Project Coordinator shall circulate PROJECT submittals to appropriate CITY
118 staff and ensure timely CITY review. The CITY Project Coordinator shall be responsible
119 for expediting those reviews with the goal of limiting the CITY's PROJECT review, as
120 agreed to in Section 3.0 of GCA-5097.
121

122 5.0 SUPERVISION AND INDEPENDENT CAPACITY

123
124 5.1 The CITY Project Coordinator engaged in the performance of this AGREEMENT shall
125 continue to be an employee of the CITY and shall not be considered, for any purpose, to
126 be an employee of the STATE.
127

128 5.2 The CITY shall be responsible for the supervision of the CITY Project Coordinator.
129

130 6.0 PAYMENT

131
132 6.1 The STATE, in consideration of the faithful performance of work to be done by the CITY
133 Project Coordinator, agrees to pay the CITY an all-inclusive flat-rate of \$60.00 per hour,
134 which includes all costs and benefits outlined in Section 6.2, for a Civil Engineer III or
135 higher. The flat-rate shall be billed, to the nearest fifteen (15) minute increment, for all
136 hours worked in order to perform the specific tasks listed in Section 4.0. The \$60.00 per

- 137 hour flat-rate shall serve as full compensation to the CITY for each hour of work
138 performed by the CITY Project Coordinator, up to a maximum of 800 hours.
139
- 140 6.2 The PARTIES agree that the flat-rate includes, but is not limited to, all costs associated
141 with administrative costs, travel expenses, overtime, as well as medical insurance,
142 retirement contributions, sick leave and vacation, and labor and industry payments.
143
- 144 6.3 The PARTIES agree that the flat-rate shall not include costs for overhead pursuant to
145 reciprocal agreement OH-0016, nor shall the flat-rate include direct or indirect costs for
146 materials and supplies necessary for performance of the position. Other ineligible costs
147 not be charged as part of the flat-rate include, but are not limited to, auto and travel
148 expenses, lodging, use of computer equipment, office space rental and utilities, office
149 supplies, copy machines, or any other material costs. Costs for materials and supplies
150 necessary for performance of the position shall be borne solely by the CITY.
151
- 152 6.4 The maximum amount payable by the STATE to the CITY under this AGREEMENT is
153 \$48,000.
154
- 155 6.5 The CITY agrees to submit not more than once a month, a billing to the STATE
156 summarizing the hours worked each day by the CITY Project Coordinator. The monthly
157 activity report listed in Section 2.2 of this AGREEMENT shall be submitted as an
158 attachment to the monthly billing.
159
- 160 6.6 Upon receipt of the monthly billing and the accompanying activity report, and upon
161 STATE concurrence of the hours worked, the STATE agrees to reimburse the CITY
162 within thirty (30) calendar days of receipt of an approved invoice.
163
- 164 **7.0 DISPUTE RESOLUTION**
165
- 166 7.1 In the event that issues arise regarding the CITY Project Coordinator that are not
167 addressed in this AGREEMENT, the PARTIES agree to work quickly and
168 collaboratively to determine a resolution using the following guidelines.
169
- 170 7.1.1 Informal Resolution. The informal resolution process begins at the staff level and is
171 raised to higher organizational levels, if necessary. The levels of resolution are
172 described below.
173
- 174 7.1.1.1 The CITY's Project Coordinator and the STATE's I-405 Project Engineer shall
175 jointly cooperate to informally resolve any dispute as quickly and efficiently as
176 possible.
177
- 178 7.1.1.2 If unresolved, the CITY's Deputy Planning, Building, and Public Works
179 Administrator and the STATE's I-405 Construction Manager shall jointly
180 cooperate to informally resolve any dispute as quickly and efficiently as
181 possible.
182

- 183 7.1.2 Written Notice. If the dispute cannot be resolved at any of the levels described
184 above, the CITY's Planning, Building, and Public Works Administrator and the
185 STATE's I-405 Deputy Project Director shall notify each other in writing of any
186 dispute needing resolution.
187
- 188 7.2 Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute
189 in order to avoid delays and minimize costs.
190
- 191 **8.0 INDEMNIFICATION**
192
- 193 8.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its
194 officers, officials, employees, and agents, while acting within the scope of their
195 employment as such, from any and all costs, claims, judgments, and/or awards of
196 damages (both to persons and/or property), arising out of, or in any way resulting from,
197 each of the PARTY's own acts or omissions. No PARTY will be required to indemnify,
198 defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death,
199 or damages (both to persons and/or property) is caused by the sole negligence of the other
200 PARTY, its officers, officials, employees, and agents, while acting within the scope of
201 their employment as such. Where such claims, suits, or actions result from the
202 concurrent negligence of the PARTIES, the indemnity provided herein shall be valid and
203 enforceable only to the extent of a PARTY's own negligence.
204
- 205 8.2 The STATE and the CITY agree that their obligations under this Section extend to any
206 claim, demand, and/or cause of action brought by, or on behalf of, any of its employees
207 or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with
208 respect to the other PARTY only, any immunity that would otherwise be available
209 against such claims under the Industrial Insurance provisions of Title 51 RCW.
210
- 211 8.3 In the event either PARTY incurs any judgment, award, and/or cost arising herefrom,
212 including attorneys' fees, to enforce the provisions of this Section, all such fees,
213 expenses, and costs shall be recoverable from the other PARTY.
214
- 215 8.4 This indemnification and waiver shall survive the termination of this AGREEMENT.
216
- 217 **9.0 AMENDMENT**
218
- 219 9.1 This AGREEMENT may be extended upon mutual agreement of the PARTIES via an
220 amendment executed in accordance with Section 9.2, if the CITY Project Coordinator
221 position is deemed necessary beyond the maximum number of hours outlined in Section
222 6.1.
223
- 224 9.2 Either PARTY may request modifications to this AGREEMENT. Such modifications
225 shall be mutually agreed upon by written amendments and/or supplements to this
226 AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be
227 valid unless made in writing and signed by authorized representatives of the PARTIES
228 hereto.

229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274

10.0 ALL WRITINGS CONTAINED HEREIN

10.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

11.0 GOVERNANCE

11.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

12.0 EFFECTIVENESS AND DURATION

12.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until completion of the PROJECT construction contract, or until GCA-5097 is terminated pursuant to the termination clauses of that agreement, whichever occurs earlier.

13.0 SEVERABILITY

13.1 If any provision of this AGREEMENT, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

14.0 TERMINATION

14.1 This AGREEMENT may be terminated by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.

15.0 VENUE

15.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in the superior court situated in Thurston County, Washington.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the latest written date below:

275 CITY OF RENTON

276

277

278

279

Kathy Keolker

280

By:

281

Kathy Keolker

282

Mayor

283

City of Renton

284

285

June 28, 2007

286

Date:

287

288

289 APPROVED AS TO FORM:

290

291

292

Lawrence J. Warren

293

By (print):

294

295

Lawrence J. Warren

296

Signature:

297

CITY Attorney

298

299

300

301

June 28, 2007

302

Date:

Attest:

Bonnie I. Walton

Bonnie I. Walton, City Clerk

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Kim Henry

By:

Kim Henry

I-405 Project Director

July 9, 2007

Date:

APPROVED AS TO FORM:

Elizabeth Lagerberg

By (print):

Elizabeth Lagerberg

Signature:

Assistant Attorney General

Office of the Attorney General

June 12, 2007

Date: