

Clerk's  
Receiving  
Number 067  
Date 12-31-97  
City  
Clerk \_\_\_\_\_

**AN INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF MAPLE VALLEY  
FOR PROVISION OF ROADS MAINTENANCE SERVICES**

This Agreement is made and entered into this day by and between the City of Maple Valley, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Maple Valley have voted to become an incorporated city, and

WHEREAS, the City desires to provide quality road maintenance and traffic control services for its residents, and

WHEREAS, the City does not have the organization and personnel to provide such services at the present time, and

WHEREAS, the County is able to provide such roads and traffic services for the City, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an Agreement for cooperative actions;

NOW, THEREFORE, the County and City hereby agree:

1. Base Level Services

- 1.1 The County will provide roadway and traffic maintenance services, as identified in Exhibit 1, within the City limits, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated King County, as generally described in the goals identified in the King County Manual for Roads Maintenance Management, Chapters 3 and 6. Actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes. The County is a contractor for the City and will do what the City directs if the request is within its ability to provide.

October 3, 1997

- 1.2 Actual services provided by the County shall be of the type, nature and magnitude subsequently negotiated between the City and the County during annual budget and planning processes in which plans and budgets are adopted by legislation. After adoption, within the constraints of the base level services program described, the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, whenever practicable, alter the work program as necessary. The County is a contractor of services only and does not purport to represent the City professionally other than in providing the services requested by the City.
- 1.3 Any changes to the level and scope of services provided through this Agreement, which would change the established budget commitment for labor, equipment and materials, shall be negotiated and agreed upon by a mutual, written Agreement of the County Road Engineer and City Manager.

2. Discretionary Services

- 2.1 At the request of the City, the County will provide discretionary services as listed in Exhibit 2. Exhibit 2 may be amended from time to time by a mutual, written Agreement of the County Road Engineer and City Manager. The amendment shall be appended to this Agreement.
- 2.2 Other discretionary services, defined as those services which provide an enhanced level of service beyond what is normally provided by the County in the unincorporated areas, and services resulting in installation of new traffic devices (such as traffic signs or pavement markings) or maintenance facilities (such projects which would increase the programmed service levels), will be furnished through the procedure identified in Exhibit 3.

3. County and City Coordination

- 3.1 The County will identify specific liaisons for both roadway and traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The City will identify a liaison for the same purposes. The liaisons will meet regularly to review the performance of this Agreement.
- 3.2 Emergency work to protect public safety and/or property will be handled as the County or City liaison deem necessary. Emergency work may include, but is not limited to, snow and ice control, slide debris removal, repair of flood damage to roads and road rights-of-way, repair of traffic signal malfunctions, or replacement of downed stop signs. The City liaison will be informed and involved in the incident as soon as practicable.
- 3.3 The County shall, upon receipt of a copy of a right-of-way construction permit issued by the Property Services Division to a utility company for work to be done within the City limits, inspect the road restoration work completed by that company to ensure that it meets County/City standards.
- 3.4 Non-emergency citizen requests will be referred to the City. Examples of non-emergency services are listed in Exhibit 1, Section 2. The City will be responsible for prioritizing requests.

4. Personnel and Equipment

- 4.1 The County is acting herein as an independent contractor, so that:
  - a. Control of personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff, shall be governed entirely by the County;
  - b. Except as described in 4.3 below, all persons rendering service herein shall be for all purposes employees of the County.

- 4.2 The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of roadway and traffic services herein described and subsequently authorized by the City.
- 4.3 In the event the County uses contract services to perform one or more of the basic or discretionary services for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

5. Compensation

5.1 Costs.

- a. In consideration for both base and discretionary services provided by the County as set forth herein, the City promises to pay the County for actual costs (including direct labor, employee benefits, equipment rental, materials and supplies, utilities, and permits) and administrative overhead costs.
- b. The City shall pay the County for the full cost (including salary, benefits, supplies, materials, equipment, and administrative overhead costs) of providing the City with dedicated on-site rapid-response staff.

5.2 Billing.

- a. The County will bill the City monthly for the actual cost of providing basic, discretionary, emergency, and on-site staff services.
- b. The County will directly bill appropriate utility companies monthly for the cost of utility inspection services, and will send a copy of the bill to the City for informational purposes. The bill will reflect the hourly rate for utility inspection services, which includes administrative overhead. Questions about individual bills will be answered by the King County Utility Inspection Unit.

- c. Payments are due within 30 days of invoicing by the County.
- 5.3 Extraordinary Costs.

The City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

- 5.4 Notification

The County will notify the City on or about September 30 of every year of any projected increases or decreases to the costs of the base level services contemplated in this Agreement, including direct and indirect costs. The City and County will work together following the execution of this agreement to identify cost containment alternatives.

6. City Responsibilities

In support of the County providing the services described in Sections 1 and 2 above, the City shall:

- 6.1 Hereby confer the authority on the County to perform the roads and traffic maintenance services within the City limits for the purposes of carrying out this Agreement.
- 6.2 Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and City related to property services.
- 6.3 Agree that when the County provides engineering and administrative services for the City, the County Road Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with street administration.
- 6.4 Adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this Agreement (for example, road standards, speed limits and parking regulations).

7. Duration

- 7.1 This Agreement is effective upon signature by both parties, and shall remain in effect for the remainder of the calendar year in which it is signed and throughout the following calendar year.
- 7.2 This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless either party notifies the other in writing to terminate or make substantial changes to this Agreement by April 1 of the preceding calendar year. A substantial change shall constitute a change in the dollar level of the contract of +/- 10%. The terms and conditions of this Agreement shall renew from year to year unless such substantial changes are proposed in the manner described herein.
- 7.3 The City, at its option, may reduce or increase services up to 10% of the dollar level of the contract with 60 days written notice to the County, except as provided in Section 7.2.

8. Indemnification

Washington State law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this contract.

9. Non-discrimination

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement affirmative action programs which meet the applicable federal standards.

10. Audits and Inspections

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 contract and three (3) years after termination.

11. Amendments

The Agreement may be amended at any time by mutual, written Agreement of the signatories of this Agreement.

12. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

13. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County and City liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Roads Division and the Office of Financial Management. The County and City liaisons will meet periodically, with either party authorized to call additional meetings with ten days written notice to the other.

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the King County Director of Public Works for settlement.

14. Non-waiver

Waiver of any default or breach of this agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be



## Exhibit 1

Base Level Services - King County proposes to provide roadway and traffic maintenance services within the city limits of Maple Valley at the levels described in Section 1 of the Agreement, as follows (actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes; the County is a contractor for the City and will do what the City directs if the request is within its ability to provide):

1. Roadway Maintenance - The following are examples of services and roadway features which may or may not be considered roadway maintenance services provided by the County. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features. The County is not responsible for, and will not conduct any reconstruction or maintenance whatsoever to City sidewalks, unless specifically requested to do so in writing by the City.
  - 1.1. Traveled Way/Roadway Surface: Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
  - 1.2. Shoulders: Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
  - 1.3. Drainage: Installation of drainage pipe, curb, catch basins, culvert headers/trash racks, hand ditching, drainage pipe repair, catch basin, manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, Ditchmaster ditch cleaning.
  - 1.4. Structures: Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls, rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
  - 1.5. Traffic and Pedestrian Facilities: Concrete sidewalk installation, sidewalk/walkway repair (if requested by the City, i.e. Exhibit 1, paragraph 2, lines 6-8), hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.

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1.6. Roadside: Landscape restoration, slope/shoulder mowing, litter pickup, hand brushing, danger tree removal, landscape maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside and spraying, tansy ragwort spraying, washout repair.

2. Traffic Maintenance - The following are examples of services and roadway features which may or may not be considered traffic maintenance services provided by the County. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features.

- 2.1. Sign Maintenance: Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated posts, relocating signs for visibility or pedestrian safety, maintenance of vandalized signs or signs damaged by vehicle accidents, inspection of signs to check for reflectivity, cutting or trimming bushes or limbs blocking visibility, removal of signs when appropriate.
- 2.2. Crosswalks: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
- 2.3. Stop Bars: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
- 2.4. Arrows/Legends: Remarketing worn arrows, removing when appropriate.
- 2.5. Curb Painting: Maintenance of curbing, islands, and parking stalls.
- 2.6. Raised Pavement Markers: Removal and replacement of raised pavement markers or rumble bars.
- 2.7. Striping: Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.
- 2.8. Street Lights: Replacement of light bulbs in existing street lights not maintained by power companies, repair and replacement of street light heads, poles or wiring.
- 2.9. Utility Locating: Locating underground traffic facilities for utilities or other digging operations.

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2.10 Signal Maintenance: Replacing and cleaning light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, checking and adjusting signal timing, examining traffic signal operation to assure it is operating as intended, inspecting hardware for wear or deficiencies, testing and repairing of electronic control devices and components, repair or replacement of signal and flasher displays, supports or wiring external to controller cabinet, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.

2.11 Flasher/Crosswalk Preventative Maintenance: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

Traffic and roadway maintenance service levels as set by the City shall reflect City policies and may or may not be similar to County policies. The City shall be solely responsible for setting service level policies for all roadway features. The County is merely a contractor for purposes of implementation of City policy.

## Exhibit 2

### Discretionary Services

King County proposes to provide the following road discretionary services within the city limits of Maple Valley at the same level, degree and type as is customarily provided by the County in the unincorporated areas; actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all discretionary services. The County is not responsible for, and will not conduct, any reconstruction or maintenance whatsoever to City sidewalks unless specifically requested to do so in writing by the City.

- Inspection of construction by utility companies to ensure that road restoration is done to County/City standards.
- Continuously update the approximately 9 engineering maps within City boundaries to reflect new roadways and plats.
- Update and maintain road log inventory.
- Update and maintain the Pavement Management System (PMS) for streets within the City limits.

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Exhibit 3

**Discretionary Services Request Process**

1. Request for services is received or identified by the City.
2. City determines if it is a discretionary or basic service request. If a discretionary request, City liaison fills out a Request for Discretionary Road Maintenance Service Form A (attached).
3. City Manager or designee signs Form A under the "Authorization for Request of Discretionary Service" section.
4. Form A is faxed to the County liaison.
5. County liaison delegates the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the discretionary request is filled in by the appropriate section representative (Form B includes the recommended action, cost estimate, work order number and proposed schedule -- see attached).
7. The County Road Engineer reviews the request and signs if approved. The signed Form B is forwarded to the City and to the section who will accomplish the work.
8. If the cost estimate is over \$500, Form B is faxed back to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. Once Form B has been completed and returned to the appropriate section, the work is begun.
10. When the work has been finished, a copy of the completed work order is mailed or faxed to the City.
11. The County and City liaisons maintain a file of completed Work Orders and copies of the discretionary service request forms.
12. The County liaison maintains a tracking system of the discretionary service requests and provides the City with an updated copy at least quarterly.

October 23, 1997

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF MAPLE VALLEY FOR  
PROVISION OF ROAD MAINTENANCE SERVICES

ENE  
3/2/99

This amendment modifies the Interlocal Agreement between the City of Maple Valley, hereinafter called "City," and King County, hereinafter called "County," titled "An Interlocal Agreement Between King County and the City of Maple Valley for Provision of Roads Maintenance Services," hereinafter called "Agreement," entered on October 10, 1997.

**RECITALS**

- A. Under the Agreement, the County will provide the City with basic and discretionary road and traffic services on a cost reimbursable basis.
- B. The Parties are desirous of amending the Agreement to add the provision of emergency response services by King County Road Services Division.
- C. Section 11 of the Agreement provides that the Agreement may be amended at any time by mutual written agreement of the signatories of the Agreement.

**AGREEMENT**

NOW, THEREFORE, the parties agree to the following terms and conditions:

- 1. The Agreement is amended by adding section 16 with the following language:

"16.

Emergency Response Services

- 16.1 In the event of a major earthquake or other catastrophic event in the King County region requiring the County to prioritize and deploy its labor and equipment resources toward emergency related work outside the City limits, at the City's discretion, appropriate City officials shall request the County to jointly implement a major emergency response plan as described in Exhibit 4 of this Agreement and incorporated herein by this reference.
- 16.2 The City agrees to reimburse the County, in the manner described in Section 5 of this Agreement, for any services rendered in conjunction with implementation of

the major emergency response plan described in Exhibit 4 and incorporated herein by this reference."

2. The Agreement is amended by adding Exhibit 4 with the following language:

"Exhibit 4

MAJOR EMERGENCY RESPONSE PLAN

Emergency Response:

In the event of a major earthquake or other catastrophic event affecting the King County region, the County and City shall implement the following procedures:

1. At the City's discretion, the City's Public Works Director, or designee(s), shall contact the County and request implementation of the major emergency response plan.
2. Upon receipt of such request, the County's Maintenance Operations Manager shall reassign three (3) County employees to the City: one (1) truck driver, one (1) equipment operator, and one (1) utility worker. These County employees, during the implementation of this Emergency Response Plan will be under the direct control and supervision of the City and as such will be deemed agents of the City. The employees shall be agents of the City for a period to be agreed upon by the Maintenance Operation's Manager and the City's Public Works Director or designee(s) based on day-to-day assessment of emergency conditions.
3. In addition to the dedicated personnel, the County will provide the City with one (1) ten-yard dump truck and will make a diligent effort to obtain such heavy equipment as the City may require during the implementation of this emergency response plan. The County will either directly provide or arrange to obtain from other agencies or private vendors the equipment requested by the City as rapidly as the circumstances of the emergency will permit.
4. The County employees and equipment reassigned to the City shall return to the County by mutual agreement between the County's Maintenance Operations Manager and the City's Public Works Director.
5. County billings for employees reassigned to City supervision under the terms of this agreement will be limited to direct labor, employer paid benefits, paid time off, material and equipment costs.

Other Provision

6. Due to circumstances created by the major emergency or catastrophic event, the individual County employees dedicated to the City for major emergencies may not be able to report to work. In such a case, the County will make a diligent effort to provide the City with appropriate substitute personnel as rapidly as the circumstances of the emergency will permit.
  7. Because the employees dedicated to the City for major emergencies are each represented by their respective labor unions, the City shall be responsible for ensuring compliance with each bargaining agreement which covers the appropriate employee. The County shall provide the City with the most recent copies of the applicable contracts."
3. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement

KING COUNTY

CITY OF MAPLE VALLEY

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Date)

3-2-99  
\_\_\_\_\_  
(Date)

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting  
Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
(Date)

2/23/99  
\_\_\_\_\_  
(Date)

Clerk's  
Receiving No. 1434  
Date: 05/04/2010 97  
Reference: R-10-76/C-97-47  
City Clerk: Deputy

## Discretionary Work Request for King County Road Services

### FORM A

**City of:** maple valley    **Request Number:** MV-322    **Date:** 03/08/2010

**Problem Description:** The city has identified the list of streets attached to this request requiring overlay.

**Nature of Request:** Include the attached list of city streets for overlay in the 2010 King County Overlay Program per the attached Scope of Work and Change Order Process.

**Location:** See attached Scope of work and list of city streets.

**Attachments:** Scope of Work    Budget

**City Priority:** High

**Special scheduling requirements:**

**City Project Manager-Telephone Number:** Tom Bowen 206-391-8160

**Authorized By:** Diana Pistoll    **Date:** 03/08/2010

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### FORM B

**Project #:** R44251    **Work Order #:**    **Form B Sent to City Date:** 04/07/2010

**Recommended Action:** Include city streets identified by the city in the 2010 King County Overlay program per the Scope of Work, Change Order Process, and Overlay Communication Plan provided to and approved by the city. List of city streets are identified on the engineer's estimate provided to the city.

**Proposed Schedule:** Summer 2010

**County Project Manager:** Paul Moore

**Cost Estimate:** \$225,000.00

**Authorized By (City - \$500):**

**Date:**

**Comments:**

4/28/2010

**CITY OF MAPLE VALLEY - 2010 OVERLAY  
ENGINEER'S ESTIMATE**

Estimated Bid Prices													
Location Code	Description	Width	Miles	Quantity - Tons Asphalt	Quantity - Tons CSTC	Quantity - S.Y. Planing	Cost - Ton Asphalt	Cost - Ton CSTC	Cost - S.Y. Planing	Item Cost			Road Cost
										Asphalt	CSTC	Planing	
	CITY OF MAPLE VALLEY - PROJECT # R44251 236TH AVE SE FROM 200' SOUTH OF SE 284TH ST TO SE 288TH ST	VARIES	0.24	1,090	135	420	\$72.00	\$35.00	\$3.50	\$78,480.00	\$4,725.00	\$1,470.00	\$84,675.00
	SE 271ST PL FROM KENT KANGLEY RD TO END OF ROAD	VARIES	0.16	270	5	1,450	\$72.00	\$35.00	\$3.50	\$19,440.00	\$175.00	\$5,075.00	\$24,690.00
	235TH CT SE FROM SE 271ST PL TO END OF ROAD	VARIES	0.03	80	0	410	\$72.00	\$35.00	\$3.50	\$5,760.00	\$0.00	\$1,435.00	\$7,195.00
	SE 248TH CT FROM 230TH WAY SE TO END OF ROAD	VARIES	0.07	170	0	770	\$72.00	\$35.00	\$3.50	\$12,240.00	\$0.00	\$2,695.00	\$14,935.00
	SE 231ST STREET 300' EAST OF SR169 EASTERLY APPROX. 850' (Estimate provided by City)												\$37,352.00
	Sub Totals		0.50	1,610	140	3,050				\$115,920.00	\$4,900.00	\$10,675.00	\$168,847.00

Road Cost	\$	168,847
Removal of Traffic Markings / Mobilization	\$	5,000
QC Incentive	\$	5,796
Minor Changes	\$	2,000
Erosion Control	\$	1,000
<b>Contract Amount</b>	<b>\$</b>	<b>182,643</b>
Design Cost	\$	9,132
Inspection Cost	\$	21,917
Monumentation	\$	1,826
Traffic Markings	\$	1,826
<b>Subtotal</b>	<b>\$</b>	<b>34,702</b>
<b>Estimated Total</b>	<b>\$</b>	<b>217,345</b>

Road Overlay Assumptions:

1. Widths are calculated by averaging detailed field measurements, including intersections.
2. Dollar figures are based on last years costs adjusted for projected price increase.
3. Costs do not include Roadway Preparation.
4. The road cost is the sum of asphalt, CSTC, and planing.
5. The design cost is estimated at 5% of the contract amount.
6. The inspection cost is estimated at 12% of the contract amount.
7. The monumentation cost is estimated at 1% of the contract amount.
8. The traffic markings cost is based at 1% of the contract amount.

**NOTE: The agency will be billed only for actual expenses.**

**The purpose of the exhibit A is to provide labor and material estimates for the project. Reimbursement to King County will be based solely upon the actual costs which have occurred on the project.**

## Scope of Work

The City requests King County Road Services Division to provide design, specifications, advertisement, construction and construction engineering and other matters pertinent to the inclusion of the City streets for overlay as part of the King County 2010 Overlay Program ("Project").

- The City certifies to the County that the City owns the real property or right-of-way to be overlaid, and additional real property or right-of-way is not needed.
- The City **shall not** submit any streets for inclusion into the Project, for which the City would be reimbursed with Federal Funds or Federal Grants for design, right-of-way acquisition, or construction.
- The City agrees to pay for pre-engineering design costs consisting of on-site review, measurement and calculation of quantities of the City streets for the development of the engineer's estimate. The City recognizes that these costs will be incurred by the County prior to authorization of the Form B.
- The City is responsible for the preparation work for all the City streets on the list for overlay. The preparation work may include: pre-leveling, square cut and patching, sub-grade compaction, etc.
- The replacement and/or repair of any traffic loops, striping, RPMs, and other roadway appurtenances that are removed as required for the overlay shall be included as part of the Project.
- Any work needed on survey monuments must be done in compliance with RCW 58.09.130 and WAC 332-120 including, but not limited to: research, recovery and repair of monuments; pre-overlay inventory and referencing; and post overlay monument inspection, verification, or re-establishment. This work shall be included as part of the Project.
- In the event the County's contractor uncovers any materials while doing work solely related to the completion of the City's portion of the Project that requires special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the City will be responsible for all costs incurred in handling and/or disposing of such materials.
- The City shall be responsible for all costs associated with the Project.
- The City and the County shall follow the communication protocol as outlined in the "Overlay Communication Plan" attached hereto.

## Change Order Process

- The City shall identify to the County within fifteen (15) calendar days of the verified bid tabulation date, those streets identified with exclusionary language, that are to be deleted from construction.
- The City streets not identified for exclusion within the fifteen (15) calendar days shall be included with the construction contract.
- The total cost of the City streets identified with exclusionary language shall not exceed 25% of the City's portion of the Project.
- During performance of the construction contract, the City shall notify the County, in writing, of any changes or additions it wishes to make in the plans and specification which affect the City's portion of the Project and the County will notify the City which changes or additions shall be made, if feasible. The City shall be liable for all costs increases, (including delays or impacts to the County's contractor) if any, which may be incurred on the Project.

## Overlay Communication Plan

### **Pre-Construction Phase**

- At or before the Pre-Con, the City will provide contact information including cell number, email, and fax number for at least 2 people involved with the overlay.
- The City **must** be represented at Pre-Construction Conference.
  - The County will review communication procedures between the County, Contractor and City at this time.
  - The City will direct the County for methodology for citizen inquiries and/or complaints.
- Contractor's schedule(s) will be distributed to the City as received by the County.
- The City will be responsible for all citizen and utility notification.
- The City will notify the Resident Engineer for additional service requests such as:
  - Mobile signage requests
  - Off duty officer requests
  - Additional Quality Control not specified in contract.
- The County will provide the cost estimate for additional services requested.

### **Construction Phase**

- The Resident Engineer will check-in with the City at least once a month if scheduled work is more than a month away.
- The Resident Engineer will brief the City on progress/status approximately 1-2 weeks prior to work starting in the City.
- During construction, the Inspector or the Resident Engineer will check in with the City daily.
  - The County will notify the City of all citizen contacts and disposition, either answered directly or referred to city staff.
- All changes requested during construction must be a written agreement signed by the City or an email authorizing the change (see attached authorization form) per the Change Order Process described above.

# 2010 Overlay



contingent on bid result

**Legend**

-  2010 Asphalt Overlay
-  Maple Valley Limits
-  Cedar to Green Trail

