

## City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: City of Normandy Park

Project Name/Description: Interlocal Agreement for Cost Overruns on the Sylvester Road Bridge Replacement Project

Contract Amount: \$ 100,000  
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done  <input type="checkbox"/> <b>Professional Services</b> (Non-Engineering) <input type="checkbox"/> 3 Bids received <input type="checkbox"/> Direct Negotiation	<input type="checkbox"/> <b>Construction</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000) <input type="checkbox"/> From Small Works Roster (\$20,000/35,000 to \$100,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000) <input type="checkbox"/> Other: _____	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture/City Match</b>  <input checked="" type="checkbox"/> <b>Other: Interlocal Agreement</b>  <input type="checkbox"/> <b>Contract Amendment to Contract No. _____</b>
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(Please attach a list of all bids received)

Is this contract authorized in the current year's budget?  Yes  No

If budgeted, list Fund/Dept.: Transportation CIP

Page # in Budget: 3-21 Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: \_\_\_\_\_

Is a budget amendment needed?  Yes  No Amount? \$ \_\_\_\_\_

Date of Council Approval: September 26, 2011

**REVIEWED BY:**

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

*all* Management Analyst: *L Fleming* Date: 9-28-11

<p style="text-align: center;"><b><u>Routing Instructions:</u></b></p> <input type="checkbox"/> Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____ <hr/> <input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____ <hr/> <input type="checkbox"/> Other (Please describe) _____ <hr/>	<p style="text-align: center;"><b><u>Contract File Checklist:</u></b></p> <input type="checkbox"/> Purchase Order # _____ <input type="checkbox"/> Tax ID Form <input type="checkbox"/> Current Business License # _____ <input type="checkbox"/> Insurance Certificate <input checked="" type="checkbox"/> Contract Fully Signed
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**INTERLOCAL AGREEMENT BETWEEN CITY OF BURIEN AND  
CITY OF NORMANDY PARK FOR COST OVERRUNS ON  
THE SYLVESTER ROAD BRIDGE REPLACEMENT PROJECT**

THIS AGREEMENT is entered into by the City of Burien, a Washington city ("Burien") and the City of Normandy Park, a Washington city ("Normandy Park") for the purposes hereafter mentioned.

**RECITALS**

A. Sylvester Road SW is an important transportation corridor that provides access to properties in Burien and Normandy Park. The 80-year old Sylvester Road Bridge is in poor condition. It has cracked columns and girders, worn rails and deck, and an antiquated design that will not withstand earthquake forces. After reviewing many options, Normandy Park, King County, and the State of Washington have determined that replacement of the bridge is the most cost-effective solution for maintaining this corridor.

B. Normandy Park has received a federal grant to replace the Sylvester Road Bridge. Replacement of the bridge is scheduled to begin in June, 2011 and construction is anticipated to last approximately six months. The King County Department of Transportation Road Services Division will be managing the replacement project on behalf of Normandy Park.

C. The new 220-foot, single span bridge will be slightly wider than the existing bridge, with two traffic lanes and a five foot sidewalk along one side. The project also includes work on the approaches to the bridge in order to make a complete and functional replacement.

D. On June 1, 2011, Normandy Park awarded the contract for replacement of the Sylvester Road Bridge to SB Structures, LLC for a total bid amount of \$2,880,894.04. The bid exceeded the engineer's estimate for the project by \$309,385.13. With construction inspection, the total project costs are estimated at \$3,247,694.04, leaving only \$82,000 in grant funds available as a contingency ("the Project Contingency").

E. Because of the importance of the Sylvester Road corridor to both Burien and Normandy Park, Burien has agreed to make funds available in an amount not to exceed \$100,000.00 ("the Burien Contingency") in the event that cost overruns exceed the available Project Contingency. Burien and Normandy Park are authorized to enter into interlocal agreements for this purpose under RCW 39.33 and wish to reduce their agreement to writing.

**AGREEMENT**

IN CONSIDERATION OF the terms and conditions hereinafter set forth, Burien and Normandy Park agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to establish the conditions under which Burien will make funds available for the Sylvester Road Bridge Replacement project.

2. **Burien Contingency.** Burien agrees to provide up to \$100,000.00 as contingency funds in the event that cost overruns are incurred on the Sylvester Bridge Replacement Project in excess of the available project contingency of \$82,000.00. Normandy Park may draw upon the Burien Contingency as needed to satisfy project costs that exceed the Project Contingency. Normandy Park will notify Burien in advance of the need for such funds and will provide Burien with an explanation for the cost overruns and documentation as to project costs and the need to access the Burien Contingency. Burien agrees that it will make payment of the requested funds to Normandy Park within thirty days after notice of the need is given. Normandy Park may draw upon the Burien Contingency incrementally or in full as the needs of the Sylvester Road Bridge Replacement Project require. In no event shall Burien be obligated to pay any amount exceeding the \$100,000.00 Burien Contingency.

3. **Duration of Agreement.** This Agreement shall become effective upon signature by both parties and shall terminate upon completion of the Sylvester Road Bridge Replacement Project, including the final resolution of any contractor claims.

4. **Property.** No joint property is to be acquired by the parties through this Agreement. The Sylvester Road Bridge shall remain the property of Normandy Park and Burien shall not acquire title to any portion of the Sylvester Road Bridge Replacement Project by virtue of this Agreement.

5. **No Partnership or Joint Venture.** Nothing in this Agreement shall be construed as making Normandy Park and Burien partners or joint venturers with respect to the Sylvester Road Bridge Replacement Project. Nothing in this Agreement shall make Burien a party to the construction contract entered into between Normandy Park and SB Structures, LLC. This Agreement is intended for the sole benefit of the cities of Normandy Park and Burien and creates no rights on the part of third parties.

6. **Administration.** This Agreement shall be jointly administered by the city managers of Normandy Park and Burien.

7. **Notices.** Notices under this Agreement shall be provided in writing to the following addresses:

Normandy Park

Douglas Schulze  
City Manager  
City of Normandy Park  
801 SW 174th Street  
Normandy Park, WA 98166

Burien

Michael Martin  
City Manager  
City of Burien  
400 SW 152nd Street, Suite 300  
Burien, WA 98166

Notices shall given by personal delivery or by mail and, if given by mail, shall be deemed received three business days after the same was deposited in the United States Mail, postage pre-paid, addressed as provided above.

8. **No Separate Entity.** This Agreement does not create any separate legal entity.

9. **Listing on Web Sites.** Pursuant to RCW 39.34.040, Normandy Park and Burien shall each list this Agreement by subject on their respective web sites.

10. **Amendment.** This Agreement may be amended *only* by a written instrument signed by both parties.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the financing of the Sylvester Road Bridge Replacement Project and supersedes any prior negotiations or understandings.

AGREED TO by the parties on the dates set forth below.

CITY OF NORMANDY PARK

CITY OF BURIEN



Douglas Schulze, City Manager

Date: 7/12/11



Michael Martin, City Manager

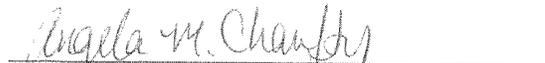
Date: 10/14/11

ATTEST:

ATTEST:



Debbie Burke, City Clerk



Monica Lusk, City Clerk

Angela M. Chaufly, Acting City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



James E. Haney, City Attorney



Craig D. Knutson, City Attorney



# City of Normandy Park

801 SW 174th Street, Normandy Park, Washington 98166-3679  
Telephone (206) 248-7603 Facsimile (206) 439-8674  
Police Department Telephone (206) 248-7600 Facsimile (206) 246-9732  
[www.normandyparkwa.gov](http://www.normandyparkwa.gov)

RECEIVED

JUL 14 2011

CITY OF BURIEN

June 13, 2012

Monica Lusk, City Clerk  
City of Burien  
400 SW 152<sup>nd</sup> St  
Suite 300  
Burien, WA 98166

Dear Monica,

Please find enclosed two signed agreements for Cost Overruns on the Sylvester Road Bridge Replacement Project. Please circulate for signatures and return one copy of the agreement to me. If you have any questions, please contact Doug Schulze, City Manager at 206-248-8246.

Sincerely,

Debbie Burke  
City Clerk

Enclosure