

Interlocal Agreement Plant Establishment

Parties	City of Redmond	State of Washington Department of Transportation
Document Number		GCA 5986
Physical Location	Redmond Fall City Road SR 520 east to 192nd Ave. N.E.	SR 202 Approximate Mileposts: MP 7.77 to MP 9.15 RW Plan Title: SAMMAMISH RIVER TO JCT SR 202, Sheets 5, 8, 9; EAST LAKE SAMMAMISH PARKWAY N.E. VIC. TO SAHALEE WAY N.E. VIC., Sheets 2-5
Signature Authority <small>Title and Address</small>	John Marchione Mayor PO Box 97010 Redmond, WA 98073-9710	Russell S. East, P.E. Assistant Regional Administrator, King and Snohomish Counties 15700 Dayton Ave N. PO Box 330310 Seattle WA 98133-9710
Agency Contact	Eric O'Neal City of Redmond Park Contract Administrator 18120 NE 76th Street Redmond, WA 98073-9710 425-556-2325 eoneal@redmond.gov	Dave Peterson WSDOT NW Region Principal Landscape Architect 15700 Dayton Ave N. PO Box 330310 Seattle WA 98133-9710 206-440-4500 Petersd@wsdot.wa.gov Org. Code: 412006
Federal Tax ID #	91-6001492	

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter the "STATE," and the city of Redmond, hereinafter the "CITY."

WHEREAS, the STATE, has planned and constructed several projects to widen and improve the transportation system along State Route (SR) 202, which included landscape of certain areas, and

WHEREAS, the STATE designed and planned to advertise a separate contract to provide plant establishment which includes but is not limited to irrigation, plant replacement, and weed control in those areas within the corporate limits of the CITY, shown on Exhibit A, for a period of two years for the sole purpose to ensure the success and survival of the plants and vegetation, hereinafter the "Plant Establishment," and

WHEREAS, the CITY has requested to perform the necessary Plant Establishment in lieu of a STATE-bid contract, and

WHEREAS, the STATE acknowledges that the CITY will be responsible for the continued maintenance of the landscape, excluding that portion located within SR 520 limited access right of way, upon completion of the Plant Establishment and agrees that the CITY is both capable and the logical party to perform the Plant Establishment, and

WHEREAS, the CITY and STATE share maintenance responsibilities of the SR 202 facility, pursuant to RCW 47.24.020,

NOW, THEREFORE, pursuant to chapter 47.24 RCW, RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, and Exhibits A and B, which are attached and made a part hereof,
IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Term of Agreement.** The term of this Agreement shall become effective as of the date of execution of this Agreement and continue until the end of the Plant Establishment period, June 30, 2011. The CITY agrees to assume responsibility on July 1, 2009 for the Plant Establishment requirements pursuant to the terms of this Agreement within those areas shown on Exhibit A.
- 2. Payment.** The STATE agrees to pay the CITY for the Plant Establishment period for the landscape areas shown on Exhibit A and for the work identified on Exhibit B. The STATE shall pay the CITY a one-time lump sum payment amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) within thirty (30) calendar days of Agreement execution. All costs for the Plant Establishment in excess of the one-time lump sum payment shall be at the CITY's sole cost and expense.

- 3. Work.** The CITY agrees to perform, or cause to be performed, Plant Establishment as provided in the Plant Establishment Schedule, Exhibit B, which includes, but is not limited to fertilizing, herbicide application, weeding, irrigation system operation and repair, plant replacement and litter removal for landscape areas.

Each day or time pesticides are applied to the area identified as SR 520 limited access, the CITY agrees to daily completion of Exhibit C, attached hereto and by this reference made a part of this Agreement. The CITY will retain a copy of Exhibit C for a minimum of 7 years, or longer, if applicable rules apply. The STATE reserves the right to amend or supersede STATE form, 540-509 EF, Commercial Pesticide Application Record. The CITY agrees to provide any additional records or information related to pesticide used, if laws or state policies are revised. Further, the CITY agrees to submit a copy of Exhibit C to the STATE, no more than one week from date the pesticide was applied, as well as provide a copy of Exhibit C, sheet 1 and Exhibit A, sheets 2 to the following address:

WSDOT, Roadside Management Branch, P.O. Box 47358, Olympia, WA 98504-7358.

- 4. Right of Entry.** The STATE hereby grants the CITY access to STATE SR 520 limited access right of way for the purpose of performing plant establishment pursuant to the terms of this Agreement. Prior to commencement of activities outlined in this Agreement, within the limited access of SR 520 as shown on Exhibit A, the CITY shall submit traffic control plans in accordance with the Uniform Traffic Control Devices (MUTCD) and/or Work Zone Traffic Control Guidance M54-44 for review and approval, to:

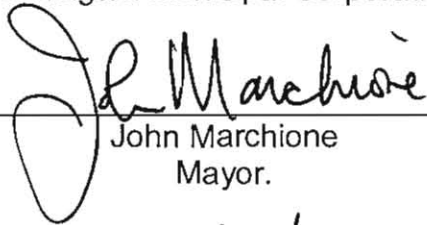
Dave Peterson, Northwest Region Landscape Architect or his successor.
The submission of traffic control plans shall be by electronic mail to petersD@wsdot.wa.gov. or as mutually agreed to by the Parties.

- 5 Indemnification.** The CITY shall protect, defend, indemnify, and save harmless the STATE, its officers, officials, employees, contractors 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 CITY's Plant Establishment performance pursuant to the provisions of this Agreement. The CITY will not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from concurrent negligence of both Parties, their officers, officials, employees, agents and/or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, or their officers, officials, employees, agents and/or contractors, own negligence. This indemnification shall survive termination of this Agreement for any injury or damage occurring prior to termination of this Agreement.

- 6. **Compliance with Laws and Rules.** CITY shall at all times comply with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
- 7. **Modifications to the Agreement.** This Agreement may be modified by written amendment as mutually agreed to by the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 8. **Venue.** In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right of obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.


CITY OF REDMOND
A Washington Municipal Corporation



John Marchione
Mayor.

Date: 6/18/09

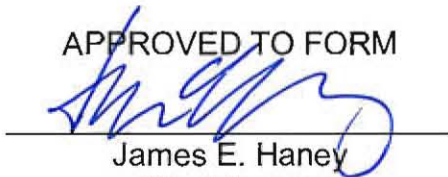
WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION



Russell S. East, P.E.
Assistant Regional Administrator
King and Snohomish Counties

Date: 6/19/09

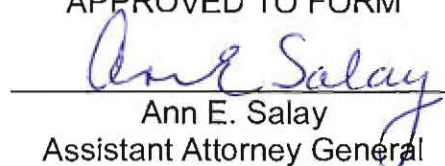
APPROVED TO FORM



James E. Haney
City Attorney

Date: 6/18/09

APPROVED TO FORM



Ann E. Salay
Assistant Attorney General

Date: 5-19-09

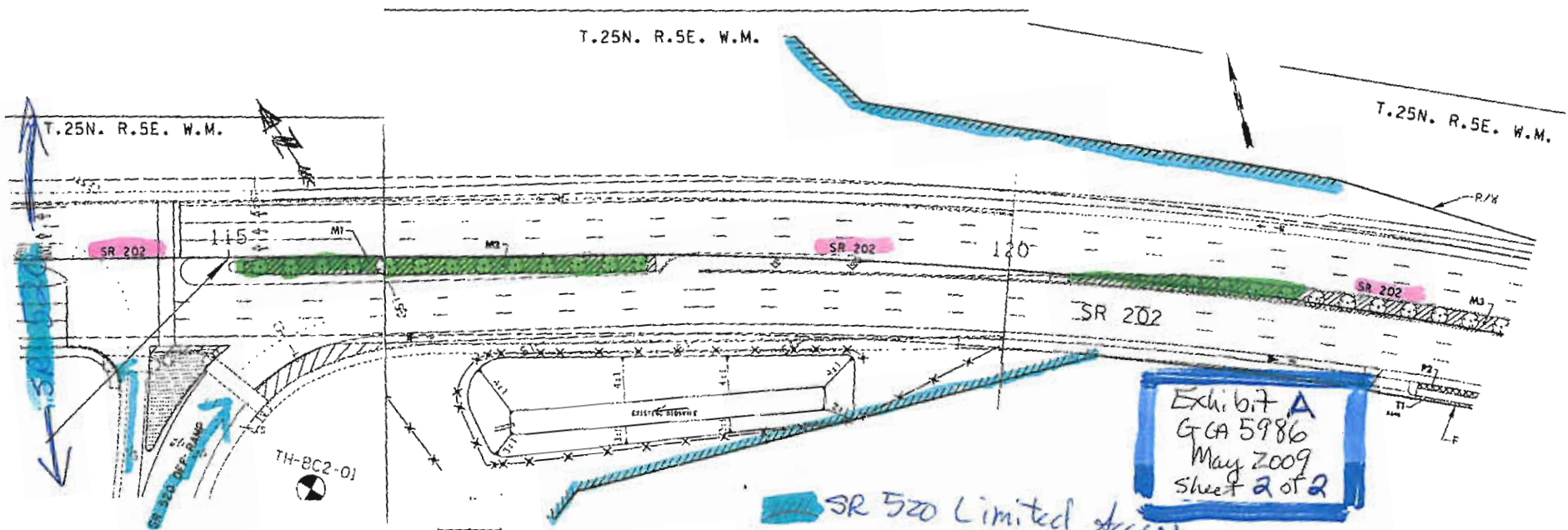


Exhibit A
 GCA 5986
 May 2009
 Sheet 2 of 2

SR 520 Limited Access

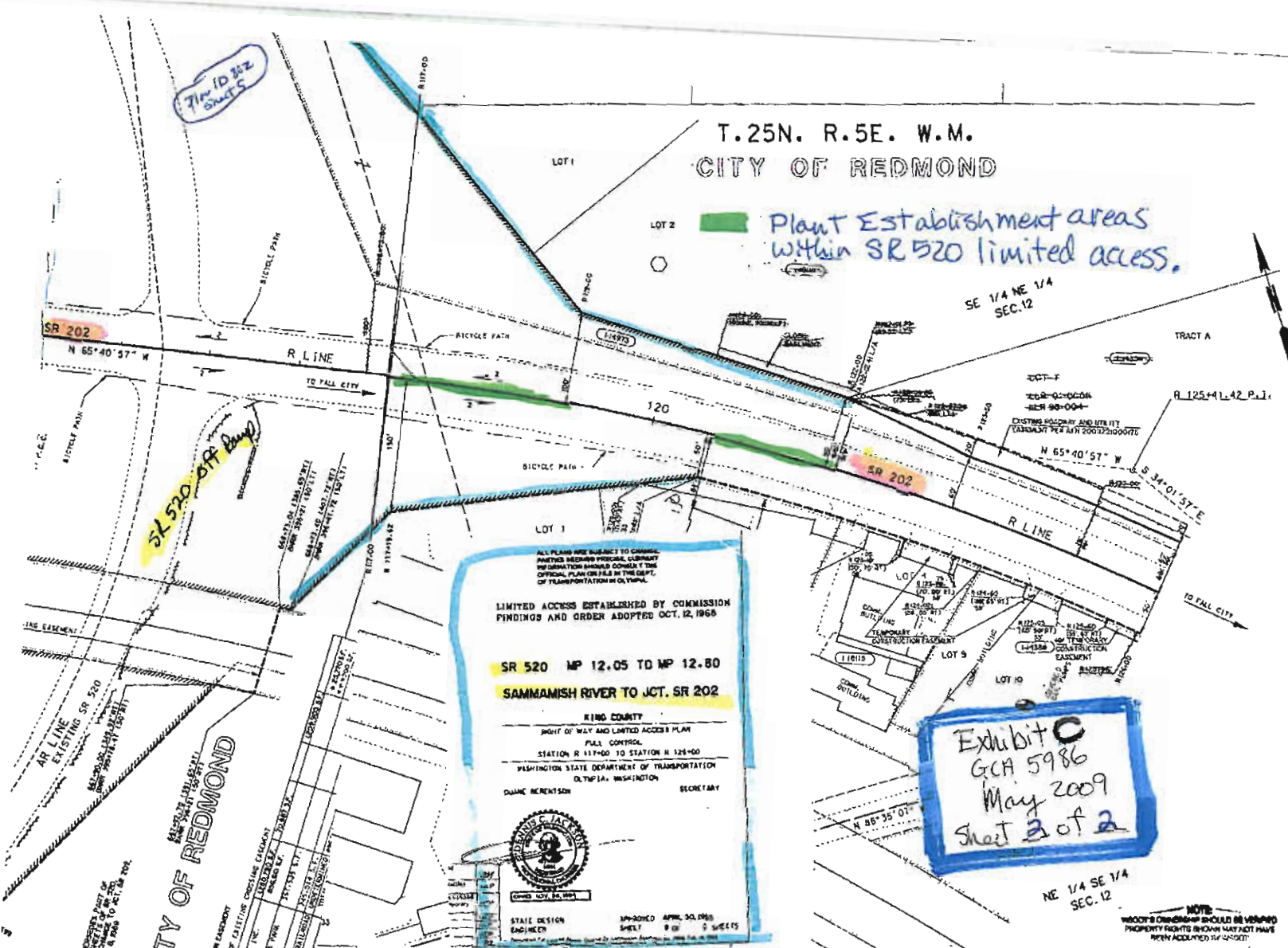
Plant Establishment within Limited Access

EXHIBIT B
Plant Establishment Schedule.

FREQUENCY BY MONTH													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Times
TURF													
Mowing - irrigated areas						NIC							0
Mowing - non irrigated areas						NIC							0
Weedeating						NIC							0
Edging						NIC							0
Fertilizer - irrigated areas						NIC							0
Fertilizer - non irrigated areas						NIC							0
Herbicide						NIC							0
TREES, SHRUBS & GROUND COVER BEDS													
Weeding			1	1	1	1	1	1	1	1			8
Groundcover Trimming				1				1					2
Pruning of Shrubs				1					1				2
Pruning Trees						As Needed							0
Tree Sucker Removal						As Needed							0
Fertilization				1									1
Pre-emergent Herbicide			1						1				2
HARD SURFACES													
Sweeping/Blowing		1		1		1		1		1	1	1	7
Weeds			1	1	1	1	1	1	1	1			8
IRRIGATION													
Spring Activation				1									1
Maintenance					1	1	1	1	1	1			6
Repairs					As Needed								0
Winterization										1			1
OTHER													
Leaf Removal										1	1	1	3
Litter		1	1	1	1	1	1	1	1	1	1	1	11
Brush Control					As Needed								0
Windfall Debris					As Needed								0
Manual Watering						NIC							0

T.25N. R.5E. W.M.
CITY OF REDMOND

Plant Establishment areas
within SR 520 limited access.



ALL PLANS ARE SUBJECT TO CHANGE. PARTIES HOLDING PERSONAL CLAIMS OR INTERESTS SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OREGON.

LIMITED ACCESS ESTABLISHED BY COMMISSION FINDINGS AND ORDER ADOPTED OCT. 12, 1968

SR 520 MP 12.05 TO MP 12.80 SAMMAMISH RIVER TO JCT. SR 202

KING COUNTY
RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
STATION R 117+00 TO STATION R 125+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

DUANE BRECKENRICH SECRETARY

STATE DESIGN ENGINEER
APPROVED APRIL 30, 1968
SHEET 9 OF 2 SHEETS

OWNERSHIPS

PARCEL NO.	OWNER	AREA	ACRES	REMARKS
10818	REDMOND TOWN	0.00	0.00	
10819	REDMOND TOWN	0.00	0.00	
10820	REDMOND TOWN	0.00	0.00	
10821	REDMOND TOWN	0.00	0.00	
10822	REDMOND TOWN	0.00	0.00	
10823	REDMOND TOWN	0.00	0.00	
10824	REDMOND TOWN	0.00	0.00	
10825	REDMOND TOWN	0.00	0.00	
10826	REDMOND TOWN	0.00	0.00	
10827	REDMOND TOWN	0.00	0.00	
10828	REDMOND TOWN	0.00	0.00	
10829	REDMOND TOWN	0.00	0.00	
10830	REDMOND TOWN	0.00	0.00	
10831	REDMOND TOWN	0.00	0.00	
10832	REDMOND TOWN	0.00	0.00	
10833	REDMOND TOWN	0.00	0.00	
10834	REDMOND TOWN	0.00	0.00	
10835	REDMOND TOWN	0.00	0.00	
10836	REDMOND TOWN	0.00	0.00	
10837	REDMOND TOWN	0.00	0.00	
10838	REDMOND TOWN	0.00	0.00	
10839	REDMOND TOWN	0.00	0.00	
10840	REDMOND TOWN	0.00	0.00	
10841	REDMOND TOWN	0.00	0.00	
10842	REDMOND TOWN	0.00	0.00	
10843	REDMOND TOWN	0.00	0.00	
10844	REDMOND TOWN	0.00	0.00	
10845	REDMOND TOWN	0.00	0.00	
10846	REDMOND TOWN	0.00	0.00	
10847	REDMOND TOWN	0.00	0.00	
10848	REDMOND TOWN	0.00	0.00	
10849	REDMOND TOWN	0.00	0.00	
10850	REDMOND TOWN	0.00	0.00	
10851	REDMOND TOWN	0.00	0.00	
10852	REDMOND TOWN	0.00	0.00	
10853	REDMOND TOWN	0.00	0.00	
10854	REDMOND TOWN	0.00	0.00	
10855	REDMOND TOWN	0.00	0.00	
10856	REDMOND TOWN	0.00	0.00	
10857	REDMOND TOWN	0.00	0.00	
10858	REDMOND TOWN	0.00	0.00	
10859	REDMOND TOWN	0.00	0.00	
10860	REDMOND TOWN	0.00	0.00	
10861	REDMOND TOWN	0.00	0.00	
10862	REDMOND TOWN	0.00	0.00	
10863	REDMOND TOWN	0.00	0.00	
10864	REDMOND TOWN	0.00	0.00	
10865	REDMOND TOWN	0.00	0.00	
10866	REDMOND TOWN	0.00	0.00	
10867	REDMOND TOWN	0.00	0.00	
10868	REDMOND TOWN	0.00	0.00	
10869	REDMOND TOWN	0.00	0.00	
10870	REDMOND TOWN	0.00	0.00	

Exhibit C
GCA 5986
May 2009
Sheet 2 of 2

NOTE:
PROPERTY OWNERS SHOULD BE ADVISED
PROPERTY RIGHTS SHOULD BE VERIFIED
BEFORE ACQUIRING THIS PROJECT