

GCA 6266

Washington State Department of Transportation
and
City of Mercer Island
I-90 Westbound Br. Joint Replacements

Traffic Control Assistance Services Agreement

THIS AGREEMENT is made and entered into between the State Of Washington, acting by and through its Department Of Transportation, hereinafter the "STATE" and the City of Mercer Island, acting by and through its Police Department, a Washington State municipality, hereinafter the "CITY," collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the STATE is constructing the westbound I-90 Bridge Joint Replacements, hereinafter referred to as the "PROJECT;" and

WHEREAS, the STATE, in order to help assure the safety of the traveling public, may request the CITY to provide traffic control assistance to aid in the functional operation of streets and the detour route within the CITY's jurisdiction during the PROJECT, hereinafter referred to as the "Services;" and

WHEREAS, the CITY and STATE acknowledge that it is in the best interest of the public to coordinate closely during the PROJECT for the benefit of the traveling public; and

WHEREAS, the STATE is obligated for the actual direct and related indirect cost associated with the Services described herein; and

NOW, THEREFORE, pursuant to RCW 39.34.080, and in consideration of the terms, conditions, and performances contained herein, and the attached exhibits which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The CITY agrees to provide traffic control Services on streets within the CITY's jurisdiction during the PROJECT as requested by the STATE, as referenced in Detour Plan Exhibit "A", attached hereto and by this reference, made part of this agreement, to the extent the CITY has officers available to provide such traffic control.

1.2 The CITY police officers shall be under the sole direction, management and control of the CITY's Police Chief or designee and shall perform the traffic control duties for the STATE's PROJECT as requested under the terms of this AGREEMENT in a

manner in accordance with CITY policies, procedures, personnel rules, and labor agreements, applicable state and local laws, and the Constitutions of the State of Washington and the United States.

1.3 Each police officer that agrees to work extra duty pursuant to this AGREEMENT remains available to respond to any emergency, special assignment or overtime duty requirements as directed by the CITY's Police Chief or designee.

1.4 Each police officer that agrees to work pursuant to this contract remains available to respond to any emergency, special assignment or overtime duty requirements as directed by the CITY's Police Chief or designee.

1.5 Police officers on extra duty assignment remain employees of the City and have primary obligation to the CITY, not the STATE. They are expected to discharge all duties of their office while performing pursuant to this contract and will not perform any non-law enforcement functions for the STATE. Furthermore, this AGREEMENT and performance thereof by the CITY police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury, including the party signing this AGREEMENT. The law enforcement duties to be performed pursuant to this AGREEMENT are the same in extent and scope as those provided by police officers to every member of the public.

2. TERM OF AGREEMENT

2.1 This AGREEMENT shall terminate August 01, 2009, or earlier if agreed in writing by the PARTIES. This agreement may be modified and continued, by amendment, for work beyond this date, at the discretion of the PARTIES.

3. PAYMENT

3.1 The STATE, in consideration of the faithful performance of the Services to be provided by the CITY, agrees to reimburse the CITY for the actual direct and related indirect costs of the Services as established in this AGREEMENT.

3.2 The CITY will be paid by the STATE at an all-inclusive estimated hourly rate of Fifty Eight Dollars (\$58.00) per individual officer performing pursuant to this AGREEMENT, with a three hour minimum. The STATE estimates that a total of two hundred and forty (240) hours of Services will be requested. In the event that the CITY calls a police officer away from an extra duty task under this AGREEMENT, the STATE shall not be financially liable for scheduled law enforcement services that are not actually performed.

3.3 Partial payments shall be made by the STATE, upon request of the CITY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. The CITY shall submit invoices to the STATE detailing the work accomplished during the current billing period. 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 the final billing all required adjustments will be made and reflected in a final payment. The STATE agrees to make payment to the CITY within thirty (30) days after its receipt of the CITY's invoice.

3.4 The CITY agrees to submit a final bill to the STATE within thirty (30) days after the STATE no longer requires the CITY provide Services during the PROJECT.

4. AGENCY CONTACTS

4.1 All contact between the PARTIES, including, but not limited to billing and AGREEMENT administration will be between the representatives of each PARTY or their designee as follows:

STATE	CITY
Hien Trinh, P.E. Construction Project Engineer	Commander Dave Jokinen Mercer Island Police Department
14711 NE 29th Pl., Suite 224 Bellevue, WA 98007	9611 SE 36 th Street Mercer Island, WA 98040
Phone: 425-956-2100	Phone: 206-275-7914
Email: TrinhH@wsdot.wa.gov	Email: David.Jokinen@mercergov.org

5. MODIFICATIONS

5.1 Any modification to the terms and conditions of this AGREEMENT shall be made by written amendment to this AGREEMENT signed by both PARTIES.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1 Each PARTY shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each PARTY shall be responsible for its own negligence; neither PARTY shall indemnify nor hold the other PARTY harmless

7. DISPUTES

7.1 The designated representatives herein under Section 4, AGENCY CONTACTS, shall use their best efforts to resolve disputes between the PARTIES. If these individuals are unable to resolve a dispute, the responsible project directors of each PARTY shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of each PARTY or designee. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

8. VENUE

8.1 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 proceedings shall be brought in the superior court situated in King County, Washington.

9. AUDITS/RECORDS

9.1 During the progress of the work and for a period not less than three (3) years from the date of the final payment to the CITY, the records and accounts pertaining to the Services under this AGREEMENT and accounting thereof are to be kept available for inspection and audit by the state and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to this AGREEMENT Services 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 continues past the 3-year retention period.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the last day and year written below.

CITY OF MERCER ISLAND
~~SEATTLE~~ POLICE DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: [Signature]

By: [Signature]

Chief of Police

Russell S. East, P.E.
Assistant Regional Administrator

Date: [Signature] 8/31/09

Date: 9/3/09

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: [Signature]

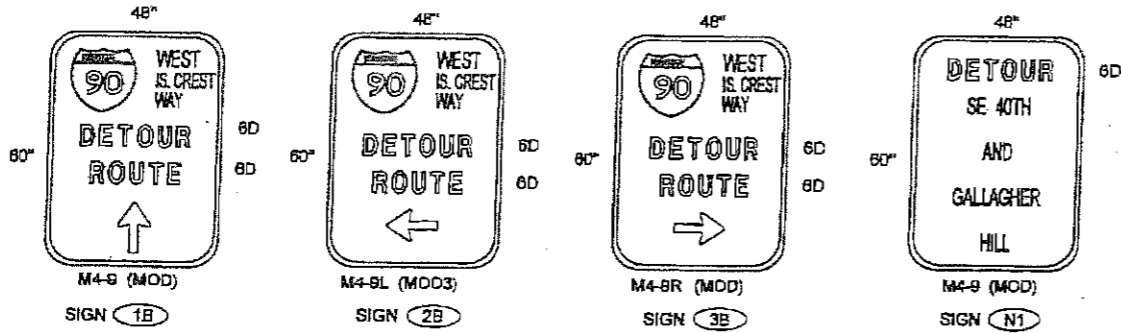
By: [Signature]

City Attorney

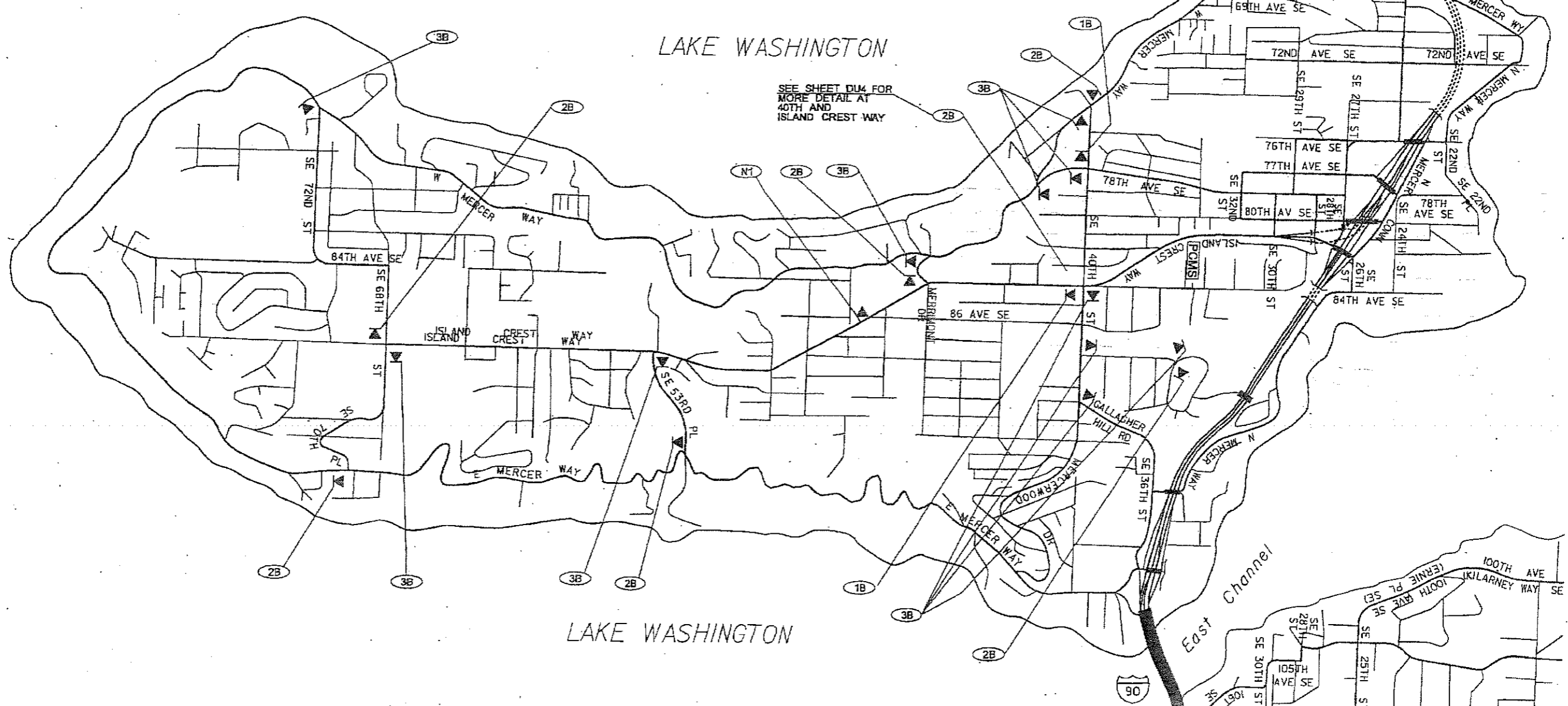
Elizabeth Lagerberg
Assistant Attorney General

Date: 8/28/09

Date: 7-20-09



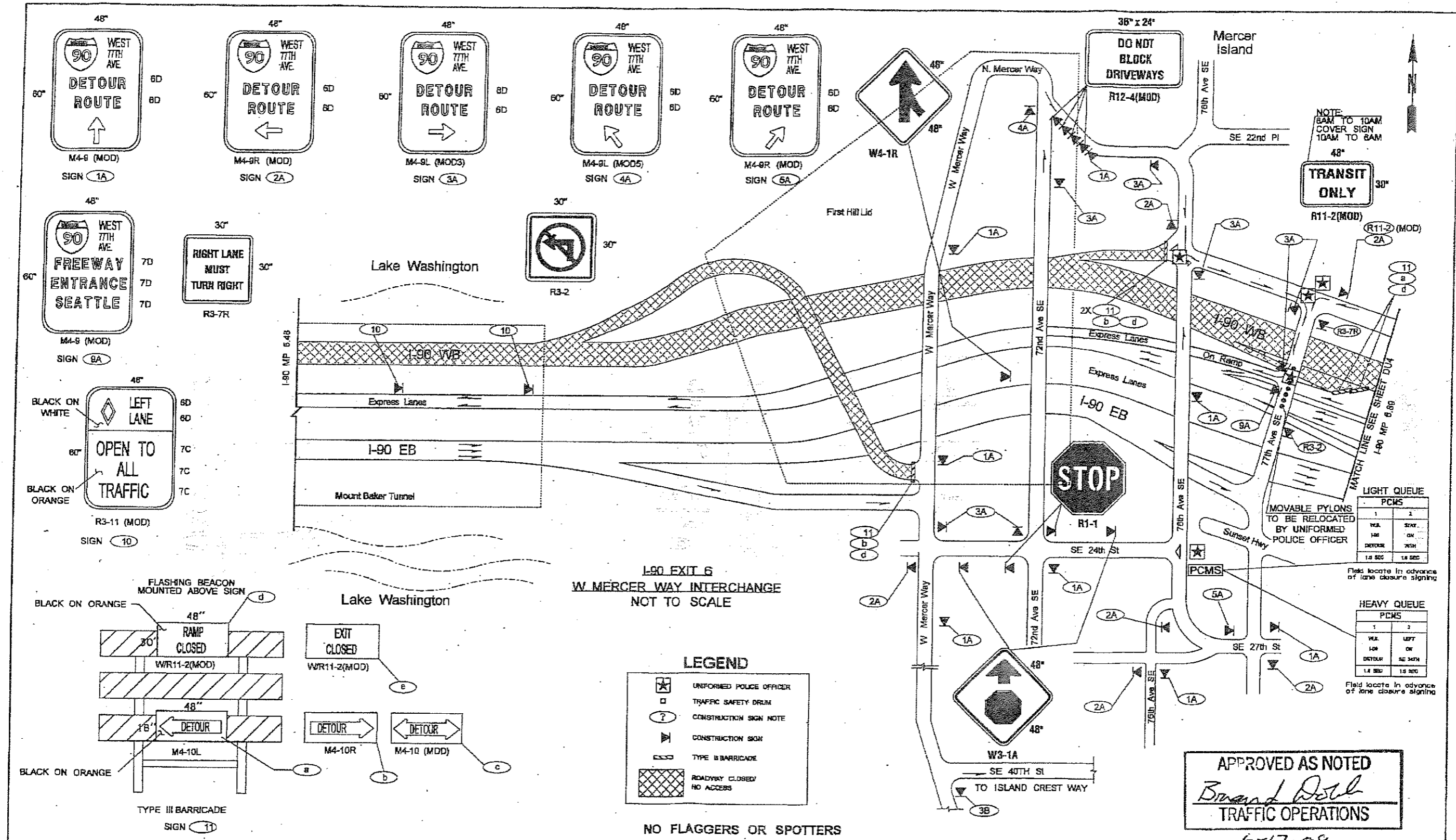
APPROVED AS NOTED
Brian L. Doble
TRAFFIC OPERATIONS
6-17-09



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DESIGNED BY	J. WU					
ENTERED BY	B. BASSER					
CHECKED BY	K. EZEOKIKE					
PROJ. ENGR.	T. SAUNDERS					
REGIONAL ADM.	L. ENG			REVISION	DATE	BY

Exhibit A
Sheet 1 of 5
GCA 6266

I-90 HOMER M HADLEY BRIDGE SPECIAL BRIDGE REPAIR		Plot 11 PLAN SHEET NO ???
DETOUR PLAN - WB CLOSURE		WEST OF ?? BRIDGE

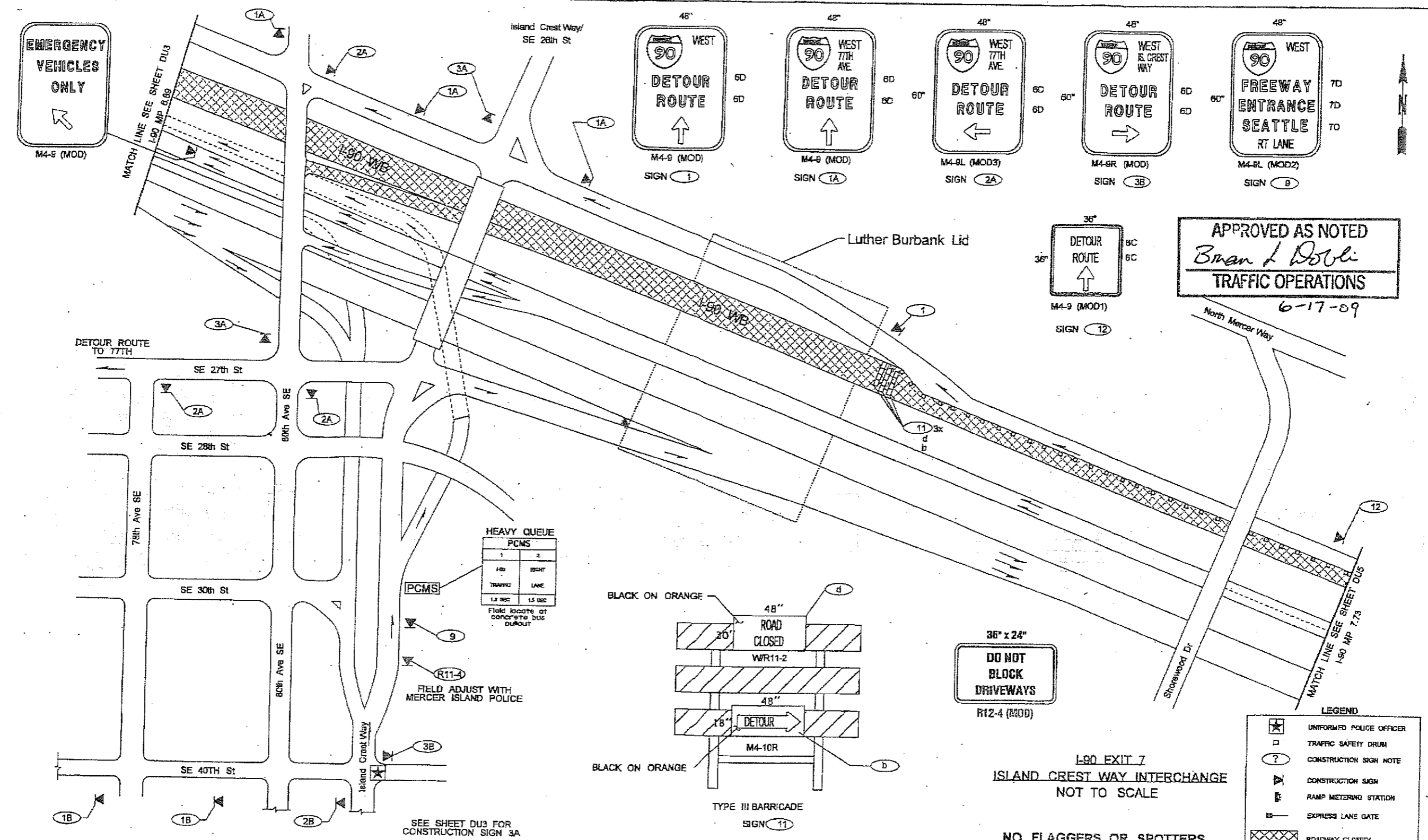


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CHECKED BY	K. EZEOKIKE		
PROJ. ENGR.	T. SAUNDERS		
REGIONAL ADM.	L. ENG		
REVISION	DATE	BY	

REGION NO.	STATE	FED.AID PROJ.NO.	Plot 3
10	WASH		DU3
JOB NUMBER:	08A011		
CONTRACT NO.		LOCATION NO.	

Exhibit A
Sheet 3 of 5
GCA 6266

I-90
HOMER M HADLEY BRIDGE
SPECIAL BRIDGE REPAIR
DETOUR PLAN - WB CLOSURE



HEAVY QUEUE PCMS

1	2
1.0	RIGHT
TRAVEL	LANE
1.5 SEC	1.5 SEC

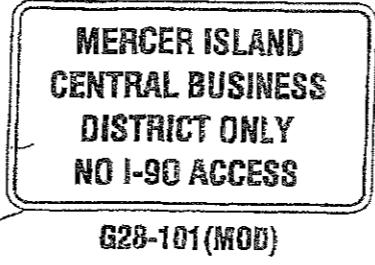
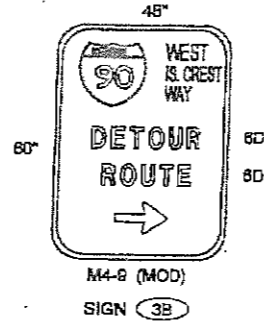
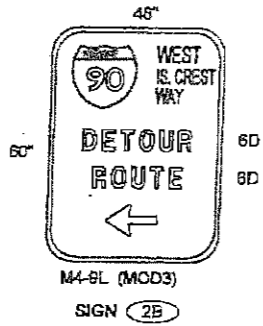
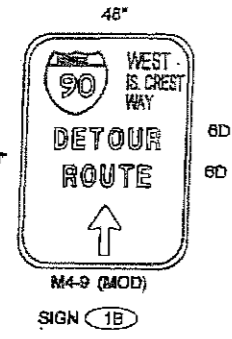
Field locate at concrete bus pullout

LEGEND

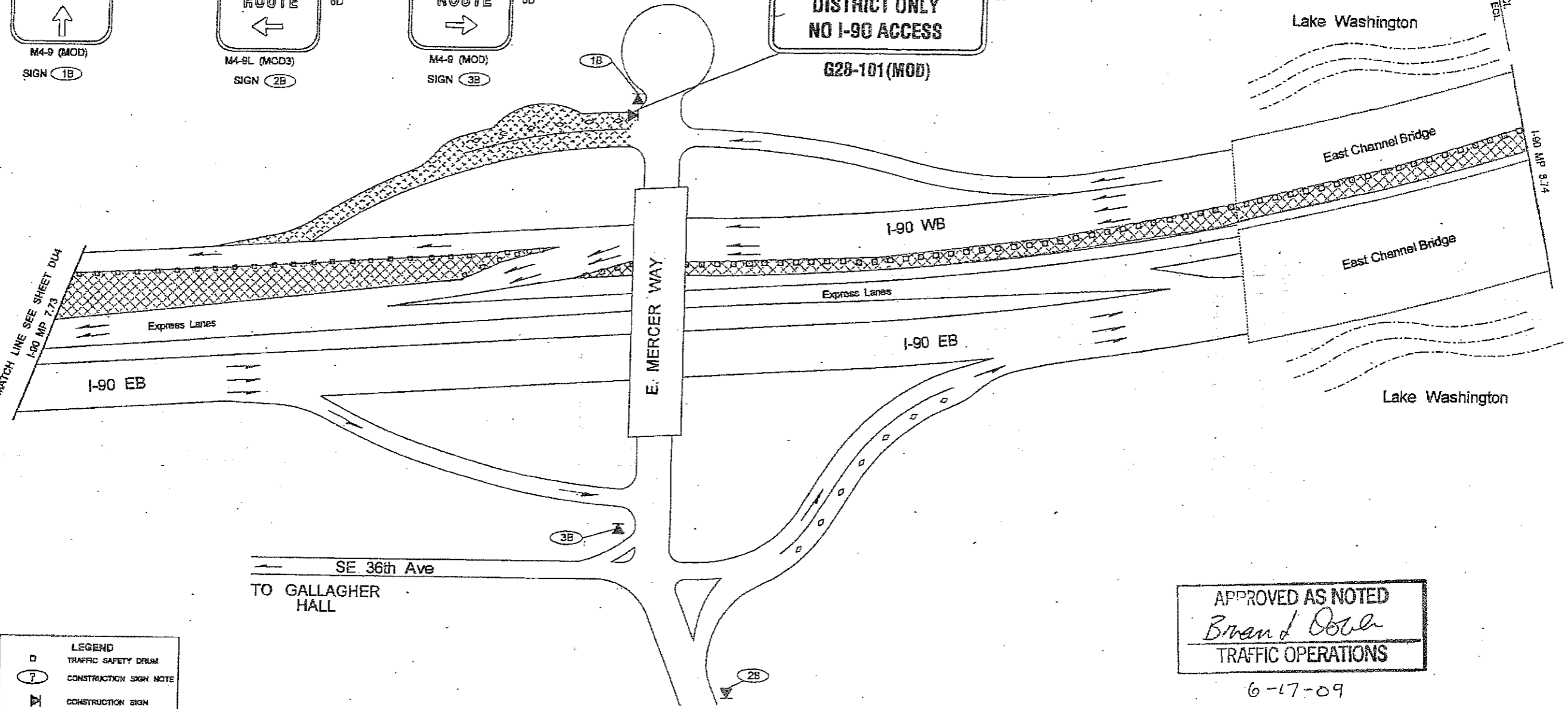
- ★ UNIFORMED POLICE OFFICER
- TRAFFIC SAFETY DRUM
- ? CONSTRUCTION SIGN NOTE
- ▶ CONSTRUCTION SIGN
- ⊞ RAMP METERING STATION
- ⊞ EXPRESS LANE GATE
- ▨ ROADWAY CLOSED NO ACCESS

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CHECKED BY	K. EZEKEKE		
PROJ. ENGR.	T. SAUNDERS		
REGIONAL ADM.	L. ENG		
REVISION	DATE	BY	
	03/19/09	MIA	
	06/20/09	JW	

REGION NO.	STATE	FED.AID PROJ.NO.	Plot #
10	WASH		
JOB NUMBER	CONTRACT NO.		DU4
08A011			SHEET 91 OF 97 SHEETS
<p align="center">Exhibit A Sheet 4 of 5 GCA 6266</p>			<p align="center">I-90 HOMER M HADLEY BRIDGE SPECIAL BRIDGE REPAIR DETOUR PLAN - WB CLOSURE</p>



MATCH LINE SEE SHEET D04
1.90 MP 7.73



SE 36th Ave
TO GALLAGHER HALL

APPROVED AS NOTED
Brian J. O'Neil
TRAFFIC OPERATIONS

6-17-09

LEGEND

- TRAFFIC SAFETY DRUM
- CONSTRUCTION SIGN NOTE
- ▤ CONSTRUCTION SIGN
- ▨ TYPE II BARRICADE
- ▩ ROADWAY CLOSED NO ACCESS

NO FLAGGERS OR SPOTTERS

I-90 EXIT 8
E. MERCER WAY INTERCHANGE
NOT TO SCALE

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CHECKED BY	K. EZEOKIKE							
PROJ. ENGR.	T. SAUNDERS							
REGIONAL ADM.	L. ENG							

Exhibit A
Sheet 5 of 5
GCA 6266

I-90 HOMER M HADLEY BRIDGE SPECIAL BRIDGE REPAIR	Plot 5 DU5
DETOUR PLAN - WB CLOSURE	SHEET 92 OF 97 SHEETS