

RESOLUTION R-5456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE TWO COOPERATIVE AGREEMENTS WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE DESIGN-BUILD CONSTRUCTION AND PROJECT COORDINATION OF THE I-405/NE 132ND STREET INTERCHANGE PROJECT.

1 WHEREAS, Interstate-405 (I-405) is a major transportation
2 corridor that extends through the center of the city of Kirkland
3 and that, among its other transportation and economic benefits,
4 facilitates access to numerous commercial and residential districts
5 within Kirkland; and
6

7 WHEREAS, recognizing the increased demand and
8 congestion that is occurring in the I-405 corridor, the Washington
9 State Department of Transportation (WSDOT) undertook an
10 extensive three-year study, including stakeholder participation, to
11 develop an environmental impact statement in 2002 that became
12 the basis of the *I-405 Master Plan*; and
13

14 WHEREAS, also aware that the I-405 interchanges in
15 Kirkland were becoming increasingly congested, the City Council
16 and City staff advocated with the State Legislature for many years
17 to fund the I-405/NE 132nd interchange so as to relieve pressure
18 on other Kirkland interchanges and to improve access to the
19 Totem Lake Business District and surrounding neighborhoods;
20 and
21

22 WHEREAS, the improvements to the I-405/NE 132nd
23 interchange ("project") have now been funded by the State of
24 Washington; and
25

26 WHEREAS, the project, in addition to its benefits to the I-
27 405 system, also will make improvements in Kirkland and within
28 City right-of-way that ultimately will become the responsibility of
29 the City; and
30

31 WHEREAS, the City has a strong interest to ensure that the
32 project together with its improvements meet both WSDOT and
33 City goals and are consistent with the City's policy and design
34 goals; and
35

36 WHEREAS, WSDOT desires to be a cooperative partner
37 with local governments and has developed a means by which a
38 local government can have an active and meaningful role in the
39 design of projects; and
40

41 WHEREAS, because such coordination can create a heavy
42 demand on the staff of a local government, WSDOT also has
43 developed a means for funding a dedicated local government

44 project coordinator to work on such project coordination on behalf
45 of the local government; and
46

47 WHEREAS, the City wishes to partner with WSDOT during
48 the development of the design-build and construction
49 requirements of the project and have the services of a dedicated
50 project coordinator funded by WSDOT and working as an
51 advocate on behalf of the City; and
52

53 WHEREAS, the means for doing so is for the City to enter
54 into two agreements with WSDOT, one to participate in the design
55 of the project ("Design-Build Cooperative Agreement") and the
56 other to designate a project coordinator funded by WSDOT but
57 working on behalf of the City ("Design-Build Project Coordinator
58 Agreement"); and
59

60 WHEREAS, the parties hereto now wish to enter into both
61 such agreements.
62

63 NOW, THEREFORE, be it resolved by the City Council of the
64 City of Kirkland as follows:
65

66 Section 1. The City Manager is hereby authorized and
67 directed to execute on behalf of the City of Kirkland the Design-
68 Build Cooperative Agreement related to the I-405/NE 132nd Street
69 Interchange Project with WSDOT in a form substantially similar to
70 that attached to this Resolution as Exhibit A.
71

72 Section 2. The City Manager is hereby authorized and
73 directed to execute on behalf of the City of Kirkland the Design-
74 Build Project Coordinator Agreement related to the I-405/NE 132nd
75 Street Interchange Project with WSDOT in a form substantially
76 similar to that attached to this Resolution as Exhibit B.
77

78 Passed by majority vote of the Kirkland City Council in open
79 meeting this 17 day of November, 2020.
80

81 Signed in authentication thereof this 17 day of November,
82 2020.



Penny Sweet, Mayor

Attest:



Kathi Anderson, City Clerk

GCB 3249

**DESIGN-BUILD COOPERATIVE AGREEMENT
For DESIGN and CONSTRUCTION of the
I-405/NE 132nd Street Interchange**

THIS Agreement (AGREEMENT) is made and entered into by the City of Kirkland (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the "PARTIES" and individually referred to as the "PARTY."

Recitals

- A. WSDOT, in the interest of providing improved access in the I-405 Corridor, proposes improvements along I-405 within Kirkland in a project known as the I-405/NE 132nd Street Interchange Project (PROJECT) and identified in Exhibits A and B hereto.
- B. The proposed PROJECT will require WSDOT to perform certain work on CITY facilities.
- C. WSDOT will construct the PROJECT using the design-build method of project delivery.
- D. The design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery.
- E. The PARTIES have worked together on the preparation of the technical requirements in the PROJECT Request for Proposal (RFP) for the design-build contract.
- F. The design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery, necessitating expedited CITY review of the PROJECT design elements.
- G. The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECT, as well as the mutual benefits provided in shortening plan and proposal review times.
- H. The PARTIES understand that the PROJECT design will be finalized after the design-build contract is awarded.
- I. The PARTIES desire this AGREEMENT to define their roles and responsibilities related to design and construction of the PROJECT.
- J. The PARTIES recognize that future supplements or amendments to this AGREEMENT, or other new agreements, may be necessary to record final design decisions and define cost estimates related to the design, construction, maintenance and operation of the PROJECT.

NOW, THEREFORE, by virtue of Revised Code of Washington (RCW) 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 GENERAL

- 1.1 WSDOT will construct the PROJECT improvements along the I-405 Corridor, the conceptual design and construction improvements of which are described in Exhibit A, General Project Description, and shown in Exhibit B, Project Overview, attached hereto and by this reference made parts of this AGREEMENT.
- 1.2 The PARTIES have had ongoing discussions that have resulted in design decisions for elements the PARTIES agree to incorporate into the PROJECT. Those elements are incorporated into this AGREEMENT, its supplements, and/or amendments, or will be incorporated into separate contracts or other related agreements for this PROJECT.

2.0 ROLES

- 2.1 The PARTIES acknowledge that WSDOT will enter into future contractual agreement(s) with a design-build contractor (DESIGN-BUILDER) for final design and construction of the PROJECT.
- 2.2 A partnering session will be held including WSDOT staff, CITY staff, and WSDOT's DESIGN-BUILDER staff to review coordination processes and to determine the frequency of continuing coordination meetings.
- 2.3 The PARTIES agree to fund, and be fully responsible for, their own respective costs associated with staff time necessary to fulfill their roles and responsibilities as identified in this AGREEMENT, except in the following case:
 - 2.3.1 WSDOT agrees to fund CITY project coordination activities, from award of the PROJECT design-build contract until completion of the PROJECT, through a CITY Project Coordinator. Such scope of work and funding details will be by separate agreement; included in Exhibit I, GCB 3250, attached hereto and by this reference made part of this AGREEMENT.
 - 2.3.2 The CITY Project Coordinator will serve as the CITY's PROJECT liaison, responsible for helping to expedite CITY review of PROJECT submittals, beginning with the PROJECT's Notice to Proceed to WSDOT's DESIGN-BUILDER.
- 2.4 WSDOT shall track all CITY communication requests related to the PROJECT.
- 2.5 The CITY Project Coordinator will be responsible for facilitating all CITY PROJECT-related communication between WSDOT and CITY staff as well as expediting CITY

review of all PROJECT-related submittals. This coordination of efforts with WSDOT will take place via WSDOT's I-405 Project Engineer.

- 2.6 WSDOT's I-405 Project Engineer, or designee, will be responsible for facilitating all WSDOT PROJECT-related communication between the CITY Project Coordinator and WSDOT staff as well as for providing PROJECT-related submittals to the CITY Project Coordinator. This coordination of efforts with the CITY will take place via the CITY Project Coordinator.
- 2.7 WSDOT agrees to provide quarterly presentations or written updates to the CITY when requested to do so by the CITY.
- 2.8 WSDOT and WSDOT's DESIGN-BUILDER will develop a PROJECT Communication Plan, as documented in the PROJECT's RFP and addenda, so that general PROJECT information is made available to the public. In addition, the CITY, WSDOT and WSDOT's DESIGN-BUILDER will continue coordinating outreach to the Kirkland business and residential community.

3.0 CITY REVIEW AND COMMENT ON PROJECT ELEMENTS

- 3.1 WSDOT will provide the CITY with one (1) electronic copy of documents as required for review and comment by the CITY on PROJECT elements.
 - 3.1.1 PROJECT elements include, but are not limited to, design of CITY streets and other associated CITY roadway elements, streetlights along CITY roadways, CITY utilities, CITY stormwater facilities, landscaping, noise variance requests within the CITY limits, and right of way use permits within the limits of Kirkland.
 - 3.1.2 The CITY's review of these elements will be limited to conformance with mandatory manuals and publications and applicable CITY design standards, standard plans, pre-approved plans, codes, and policies, as documented in the PROJECT's RFP and addenda, and described in Section 4.0 of this AGREEMENT. The mandatory manuals and publications documented in the PROJECT's RFP and addenda, shall take precedence for design standards, standard plans, codes, and policies.
- 3.2 WSDOT will review all submittals from its DESIGN-BUILDER for completeness and compliance with contract requirements prior to forwarding them to the CITY's Project Coordinator for review. The electronic copy of the documents will fulfill the Quality Assurance and Quality Control requirements identified in the PROJECT RFP and addenda prior to submittal to the CITY.
- 3.3 WSDOT will work with its DESIGN-BUILDER to give the CITY as much advance notice of upcoming submittals as possible.
- 3.4 The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECT, as well as the mutual benefit provided in shortening plan and proposal review times. To that end, the CITY and WSDOT commit

to concurrent review of submittals. The CITY commits to reviewing and returning submittals to WSDOT within a maximum of ten (10) calendar days from receipt. The submittal review and permit process are shown in Exhibit C, Review and Permit Process, attached hereto and by this reference made part of this AGREEMENT.

- 3.4.1 In the case of infrequent circumstances, such as but not limited to, CITY emergencies and extreme and unusual weather conditions affecting the CITY's ability to perform normal functions, or receipt of PROJECT submittals of unusual volume, complexity, or unexpected or controversial content, the PARTIES recognize the CITY may have to review and return submittals outside of the allotted review period.
- 3.4.2 The PARTIES agree that additional review days may be allowed by WSDOT if there is no created delay or cost increase for the PROJECT. In these cases, the CITY will be responsible for requesting additional review time from WSDOT and articulating the cause for delay and specific additional calendar days needed for the review.
 - 3.4.2.1 WSDOT will review the extended period request for consequences to the design-build contract requirements, schedule, and cost.
 - 3.4.2.2 WSDOT will approve extensions if there is no delay, cost or risk created to the design-build contract, or if WSDOT deems it in the best interest of the PROJECT.
 - 3.4.2.3 If the CITY does not review submittals within the agreed upon review time, WSDOT may assume the CITY had no comments and will continue as if the CITY had commented.

4.0 DESIGN OF ELEMENTS WITHIN CITY JURISDICTION

- 4.1 All plans for the PROJECT will follow WSDOT's Plans Preparation Manual as documented in the PROJECT RFP and addenda. All facilities will use WSDOT design standards; provided however that plans which include work within CITY right of way or in areas to be turned back to the CITY will be subject to the CITY's zoning and municipal codes and any other applicable plans, policies and procedures, as documented in the PROJECT RFP and addenda.
- 4.2 PROJECT commitments are outlined in Exhibit D, Project Commitments, attached hereto and by this reference made part of this AGREEMENT.
- 4.3 The PARTIES agree that the aesthetic treatments of the I-405 Master Plan compatible elements will conform to the guidelines described in the Interstate-405 Urban Design Criteria (UDC) for the PROJECT, incorporated into this AGREEMENT by this reference. Details of aesthetic elements agreed to by the PARTIES for the PROJECT are identified in Exhibit D, Project Commitments.
- 4.4 If WSDOT or WSDOT's DESIGN-BUILDER proposes a change to an existing CITY facility, other than as provided in the PROJECT RFP and addenda, such as to a CITY

street, sidewalk, bike lane, streetlight, landscaping, or traffic signal, WSDOT agrees to present the change to the CITY for review and comment. The final determination as to the resolution of any such requested changes shall be made by the CITY in its reasonable and good faith discretion. As part of any such change, the PARTIES agree to exercise their best good faith efforts to reach an agreement on the appropriate allocation of costs related to any such change.

- 4.5 If the CITY proposes a change to an existing CITY facility within the PROJECT limits, other than as provided in the PROJECT RFP and addenda, the CITY shall request a meeting through WSDOT's I-405 Project Engineer.
 - 4.5.1 The PARTIES agree to meet in a cooperative spirit to review and discuss the CITY proposed change.
 - 4.5.2 If WSDOT determines the proposed change to be feasible and appropriate, the PARTIES shall exercise their best good faith efforts to negotiate the responsibilities for payment of costs associated with the requested change based on the benefits of the proposed change to each PARTY.
 - 4.5.3 If the PARTIES can mutually agree on payment responsibilities, WSDOT will implement the change.
 - 4.5.4 The consideration of potential schedule delays, which may result in additional cost, shall be of paramount importance to both PARTIES, with reducing cost as the primary goal and acknowledged mutual benefit. This consideration shall guide the conduct of the PARTIES with respect to any and all proposed changes, whether requested by WSDOT or the CITY.
- 4.6 WSDOT will provide the CITY with plans for review of any proposed changes to the CITY facilities identified in Sections 4.4 and 4.5 for review. These reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.
- 4.7 WSDOT and the CITY recognize the CITY's desire to include a Community Enhancement feature into this PROJECT as part of the construction effort. Since scope, schedule, and budgeting discussions are ongoing within the CITY, the PARTIES acknowledge this desire and reserve the right to amend this AGREEMENT in the future to accommodate this additional Community Enhancement work, should the PARTIES reach agreement on the scope, budget and terms for performance of this work. Amended sections may include, but are not limited to, Sections 3.0, 9.0, 12.0 and 13.0. WSDOT and the CITY acknowledge that any costs, design work, and maintenance responsibility for this Community Enhancement feature will be borne by the CITY and the Community Enhancement feature shall be compatible with Section 4.3.
- 5.0 CITY OWNED UTILITIES**
 - 5.1 The DESIGN-BUILDER will design and construct 2 additional 4 inch fiber conduits for the CITY along NE 132nd Street within the PROJECT limits, connected to existing CITY

communication system conduit with new small cable vaults, as shown in Exhibit G, Fiber Conduit Conceptual Plans and Specifications, attached hereto and by this reference made part of this AGREEMENT and as outlined in the PROJECT RFP.

- 5.2 The CITY will reimburse WSDOT for the lump sum amount of Forty-Seven Thousand Sixty-Nine Dollars (\$47,069) for direct and indirect costs of the design and construction of the CITY fiber conduit as identified in Exhibit H, Fiber Conduit Cost Estimate, attached hereto and by this reference made part of this AGREEMENT and in Section 13.0. WSDOT will be responsible for all such costs associated with its WSDOT fiber conduit.
- 5.3 WSDOT and the CITY will perform inspection and acceptance of the fiber conduit work, as described in Section 9.0 of this AGREEMENT.

6.0 STORM DRAINAGE

- 6.1 WSDOT, working with its DESIGN-BUILDER, shall develop a Technical Information Report and Hydraulic Report that will include hydrologic/hydraulic analysis of all Stormwater Facilities, including water quality/detention facilities and conveyance systems, which convey runoff through the PROJECT site and discharge to downstream systems, streams, wetlands, and rivers.
- 6.2 WSDOT's DESIGN-BUILDER will evaluate facilities that convey offsite areas through WSDOT right of way. This evaluation will extend to a point one-quarter (1/4) of a mile downstream of the site, and upstream to a point where any backwater conditions cease. Potential impacts to be assessed include the following items at a minimum: changes in peak flow, changes in flood duration, bank erosion, and channel erosion changes from the PROJECT site. This evaluation will be documented in the Hydraulic Report discussed in Section 6.1.
- 6.3 WSDOT shall be responsible for maintenance of all Stormwater Facilities addressing the PROJECT highway facility runoff including mainline and ramp roadways within the limited access right of way.
- 6.4 The CITY shall be responsible for maintenance of all Stormwater Facilities addressing runoff from local street runoff within the limited access right of way as described in Chapter 47.24 RCW and will conform to the "CITY STREETS AS PART OF STATE HIGHWAYS" guidelines document, dated April 30, 1997, and as amended April 2, 2013. PROJECT maintenance items which may not be addressed in Chapter 47.24 RCW will be addressed in Section 12.0 of this AGREEMENT.
- 6.5 Stormwater Facility structures and the limits of each PARTY's maintenance responsibility for those structures shall be provided to the CITY to reflect any final design changes made by the DESIGN-BUILDER. WSDOT and the CITY will perform inspection and acceptance of the Stormwater Facilities, as described in Section 9.0 of this AGREEMENT.

- 6.6 The PARTIES maintenance responsibilities in Sections 6.3 and 6.4 shall continue and remain in effect after the termination of this AGREEMENT.

7.0 TRAFFIC OPERATIONS

- 7.1 WSDOT and WSDOT's DESIGN-BUILDER will coordinate with the CITY to manage traffic flow during construction.

8.0 TRAFFIC CONTROL AND DETOUR PLAN APPROVAL PROCESS ON CITY STREETS

- 8.1 WSDOT, working with its DESIGN-BUILDER, shall submit proposed road closures, detours, and traffic control plans involving CITY streets to the CITY for approval, as stated in the Maintenance of Traffic (MOT) Section 2.22 of the PROJECT's RFP, for which approval shall not be unreasonably withheld. The CITY shall review each submittal in accordance with the timelines set forth in Section 3.0 of this AGREEMENT, indicating either "approved," "approved with comments," or "not approved, contractor to revise and resubmit."

- 8.2 WSDOT, working cooperatively with the CITY, will develop time and date restrictions on detours, road closures, and sidewalk closures for inclusion in the PROJECT's RFP.

9.0 WORK WITHIN CITY RIGHT OF WAY OR PROJECT ELEMENTS TO BE MAINTAINED BY THE CITY

- 9.1 WSDOT, working with its DESIGN-BUILDER, will notify the CITY at least fourteen (14) calendar days in advance of any work within the CITY right of way or on PROJECT elements to be maintained by the CITY at the completion of the PROJECT, as shown in Exhibit E, Right of Way Plans or Exhibit F, Project Maintenance Responsibilities, attached hereto and by this reference made part of this AGREEMENT. WSDOT will be responsible for the acquisition and all associated right of way for the PROJECT.

- 9.2 The CITY may provide an inspector, at the CITY's expense as funded through the CITY permit fees, to ensure compliance with CITY requirements for CITY owned elements of the PROJECT located within CITY owned right of way or PROJECT elements to be maintained by the CITY at the completion of the PROJECT.

- 9.2.1 The CITY Inspector shall notify WSDOT in writing of any work that does not conform with the PROJECT construction contract as soon as the non-conforming issue is known. The non-conforming issues shall be resolved by WSDOT, through its DESIGN-BUILDER, and in a manner it determines is in accordance with the PROJECT RFP and addenda and subject to the approval of the CITY, for which approval shall in no event be unreasonably withheld.

- 9.2.2 The CITY Inspector and/or the CITY Project Coordinator shall communicate, with WSDOT's DESIGN-BUILDER through WSDOT's I-405 Project Engineer and will follow WSDOT DESIGN-BUILDER's protocols when visiting the PROJECT site.

- 9.3 The CITY will take over ownership of the CITY PROJECT elements and be responsible for operations and maintenance costs as described herein, once the DESIGN-BUILDER work has been accepted by WSDOT and the CITY.
- 9.3.1 WSDOT will provide written notification of completion of work to the CITY. The CITY will provide their acceptance in writing within the timeframes and terms described in Section 3.0, for which acceptance shall not be unreasonably withheld. Satisfactory closure of all non-conforming issues and completion of the CITY requested punch list items shall provide reasonable basis for CITY approval and acceptance.
- 9.3.2 The CITY shall apply for a permit, franchise or an amendment to its current franchise for those new or modified CITY utility facilities that will be located within WSDOT's right of way. After receiving the application, WSDOT will issue the CITY a new or amended franchise.
- 9.3.3 Upon completion and acceptance of the work, the CITY shall be solely responsible for all future ownership, operation and maintenance costs of its facilities. WSDOT will be released from all future claims and demands, without WSDOT liability or expense, subject only to the provisions of Section 15.0, INDEMNIFICATION AND HOLD HARMLESS.
- 9.4 Puget Sound Energy shall be granted an easement on parcel 1-24608 in accordance with the terms of acquisition of this parcel. The parcel is identified in Exhibit E, Right of Way Plans, and shall be turned back to the CITY at the completion of the PROJECT. The exact location of this easement shall be determined during design for consistency with the PROJECT and subject to CITY review prior to approval.

10.0 PERMITS

- 10.1 WSDOT, and/or its DESIGN-BUILDER, shall apply for and obtain all necessary permits for work within the CITY's jurisdiction, including, but not limited to, the following.
- 10.1.1 Exceptions to the hours for development activity (per Kirkland Zoning Code).
- 10.1.2 Noise Exemption approvals (per Kirkland Zoning Code).
- 10.1.3 Right of way use permits, which includes all road construction work within the CITY's right of way, including but not limited to, review of proposed road closures, haul routes, and design and construction of local road sidewalks, curbs, driveway curb cuts, pavement sections, utilities, and easements.
- 10.2 WSDOT will provide the CITY with documentation demonstrating substantive compliance with the requirements of the CITY's critical areas regulations in lieu of applying for critical area permits for all work within the limited access right of way and temporary construction easements.

- 10.3 WSDOT and/or its DESIGN-BUILDER will confirm with the CITY's Project Coordinator that all applications for permits necessary for the PROJECT are complete and all issues related to the permit have been resolved prior to permit submittal.
- 10.4 The CITY's Project Coordinator will work with WSDOT and/or its DESIGN-BUILDER to process all applications for permits necessary for PROJECT work within the CITY's jurisdiction.
- 10.5 The CITY shall review each permit submittal by WSDOT or WSDOT's DESIGN-BUILDER and return it to WSDOT, within fourteen (14) calendar days, as shown in Exhibit C, Permit and Review Process.

11.0 MITIGATION SITES

- 11.1 The PARTIES have worked closely to locate advanced mitigation sites that assured maximum value to the environment. The PROJECT advanced mitigation sites are as follows.
 - 11.1.1 Permanent wetland impacts: off-site, at the WSDOT-owned Happy Valley Mitigation Site.
 - 11.1.2 Permanent stream impacts: on-site, through restored stream connection construction and various open channel segments with instream habitat features.
 - 11.1.3 Permanent wetland buffer and stream buffer impacts: on-site, on the southeast quadrant of the PROJECT, between northbound I-405 and Totem Lake Boulevard, and on the north side of Aegis Living Kirkland property.

12.0 MAINTENANCE RESPONSIBILITIES

- 12.1 The PARTIES agree that, in general, financial and ongoing responsibility for maintenance of the PROJECT elements will not deviate from those described in Chapter 47.24 RCW and will conform to the "CITY STREETS AS PART OF STATE HIGHWAYS" guidelines document, dated April 30, 1997, and as amended April 2, 2013. PROJECT maintenance items not addressed by Chapter 47.24 RCW, are documented in Exhibit F, Project Maintenance Responsibilities, or will be addressed under a separate agreement.

13.0 PAYMENT

- 13.1 In consideration for the CITY fiber conduit work satisfactorily performed under this AGREEMENT, the CITY will reimburse WSDOT for the lump sum amount of Forty-Seven Thousand Sixty-Nine Dollars (\$47,069), as shown in Exhibit G, Fiber Conduit Cost Estimate, attached hereto and by this reference made part of this AGREEMENT.

- 13.2 The CITY shall make progress payments within thirty (30) calendar days of receiving the monthly invoices from WSDOT during the construction of the fiber conduit.

14.0 DISPUTES

- 14.1 If disputes arise that are related to the application of this AGREEMENT, the PARTIES agree to work collaboratively to resolve disputes promptly and at the lowest following order:

14.1.1 The CITY's Project Coordinator and WSDOT's I-405 Project Engineer, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

14.1.2 If the issue cannot be resolved at the level described above, WSDOT's I-405/SR 167 Construction Engineer, or designee, and the CITY's Public Works Director, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

14.1.3 If dispute resolution is still not successful, the CITY's City Manager, or designee, and WSDOT's I-405/SR 167 Program Administrator, or designee, shall jointly cooperate to informally resolve any dispute in accordance with the procedures described in Section 14.2 and 14.3 below.

- 14.2 If unresolved, the CITY's City Manager, or designee, and WSDOT's I-405/SR 167 Program Administrator, or designee, shall notify each other in writing of any dispute needing resolution. They shall exercise their best efforts to meet together with appropriate staff from the CITY and WSDOT, if any, within seven (7) calendar days of receiving the written notice in order to resolve the dispute to the satisfaction of both PARTIES. Each PARTY agrees to compromise to the fullest extent reasonably possible in resolving the dispute to avoid delays and minimize costs.

- 14.3 If, after fourteen (14) calendar days of receipt of the written notice described in Section 14.2 above, the dispute is still unresolved, the CITY's City Manager and WSDOT's I-405/SR 167 Program Administrator shall each appoint a member to a dispute resolution panel; these two members shall select a third member not affiliated with either PARTY. The decision made by this panel shall be final and binding on the PARTIES to this AGREEMENT. WSDOT and the CITY shall each pay fifty (50) percent of the costs for the third member of the dispute resolution panel; however, each PARTY shall be responsible for their own costs and fees.

15.0 INDEMNIFICATION AND HOLD HARMLESS

- 15.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, 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, each of the PARTIES' own intentional and negligent acts or omissions. No PARTY will

be required to indemnify, defend, or save harmless the other PARTY 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 other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such. Where such claims, suits, or actions result from the concurrent or contributory negligence of the PARTIES, officers, officials, employees, and agents, while acting within the scope of their employment as such, and/or involve those matters covered by RCW 4.24.115, the defense and indemnity provided herein shall be valid and enforceable only to the extent of a PARTY'S own negligence.

- 15.2 WSDOT and the CITY agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 15.3 In the event either PARTY substantially prevails in any legal proceeding to enforce the provisions of this Section, all such fees, expenses, and costs, including reasonable attorney's fees, shall be recoverable from the other PARTY.
- 15.4 This indemnification and waiver shall survive the termination of this AGREEMENT.

16.0 AMENDMENT

- 16.1 Either PARTY may request modifications to this AGREEMENT.
 - 16.1.1 Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT.
 - 16.1.2 No variation or alteration of the terms of this AGREEMENT shall be valid unless made in advance and in writing and signed by an authorized representative of WSDOT and the City Manager of the CITY hereto.

17.0 ALL WRITINGS CONTAINED HEREIN

- 17.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.
- 17.2 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.

18.0 GOVERNANCE

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

19.0 EFFECTIVENESS AND DURATION

- 19.1 This AGREEMENT is effective upon execution by both PARTIES and shall remain in effect through the design and construction of the PROJECT.

20.0 SEVERABILITY

- 20.1 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.

21.0 TERMINATION

- 21.1 WSDOT may immediately terminate this AGREEMENT in whole, or from time to time in part, whenever WSDOT determines that such termination is in the best interests of the public or WSDOT. WSDOT shall exercise its best good faith effort in an attempt to provide written notice to the CITY in accordance with the time period listed in 21.2, unless extenuating circumstances necessitate immediate termination.
- 21.2 This AGREEMENT may be terminated for convenience by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.
- 21.3 This AGREEMENT may be terminated, in part, by CITY with or without cause, by providing WSDOT with thirty (30) calendar days' advance written notice for termination of work described in Section 5.0 of this AGREEMENT.
- 21.4 Regardless of which PARTY terminates the AGREEMENT, CITY shall be responsible for reimbursing WSDOT for completed work described in Section 5.0 up to and through the date of termination. The PARTIES shall mutually agree, in writing, to the percent of work completed on the date of termination, and reimbursement shall occur in a proportional amount of the lump sum not to exceed the amount shown in Exhibit H, Fiber Conduit Cost Estimate.
- 21.5 If the AGREEMENT is terminated by CITY prior to fulfillment of the terms stated herein for Section 5.0 work, in addition to the terms in Section 21.4:
- 21.5.1 CITY shall be responsible for costs of non-cancelable obligations, including any redesigning, reengineering or re-estimating, if necessary, to terminate the Section 5.0 work and restore the work vicinity to a condition that meets the condition and standards in place at the initiation of construction of the PROJECT. The PARTIES shall mutually agree, in writing, to any associated costs prior to invoicing.

21.5.2 CITY acknowledges and agrees that such termination shall not relieve the CITY from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's PROJECT. WSDOT agrees to provide to the CITY all work-related documents upon final payment by the CITY.

21.6 If the AGREEMENT is terminated by WSDOT, WSDOT shall reimburse CITY for the costs of any non-cancelable obligations and shall fund, or reimburse CITY for, redesign, reengineering or re-estimating related to Section 5.0 work necessitated by WSDOT's termination to restore the work vicinity to a condition that meets the condition and standards in place at the initiation of construction of the PROJECT. The PARTIES shall mutually agree, in writing, to any associated costs prior to invoicing.

22.0 VENUE

22.1 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, and only upon exhaustion of the dispute resolution process outlined in Section 14.0 of this AGREEMENT.

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

CITY OF KIRKLAND

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By (signature):
Kurt Triplett
City Manager

By (signature):
Lisa Hodgson
I-405/SR 167 Program Administrator

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By (print):

By (print):

By (signature):
City Attorney

By (signature):
Assistant Attorney General
Office of the Attorney General

Date:

Date:

ATTEST:

By (print):

By (signature):
City Clerk

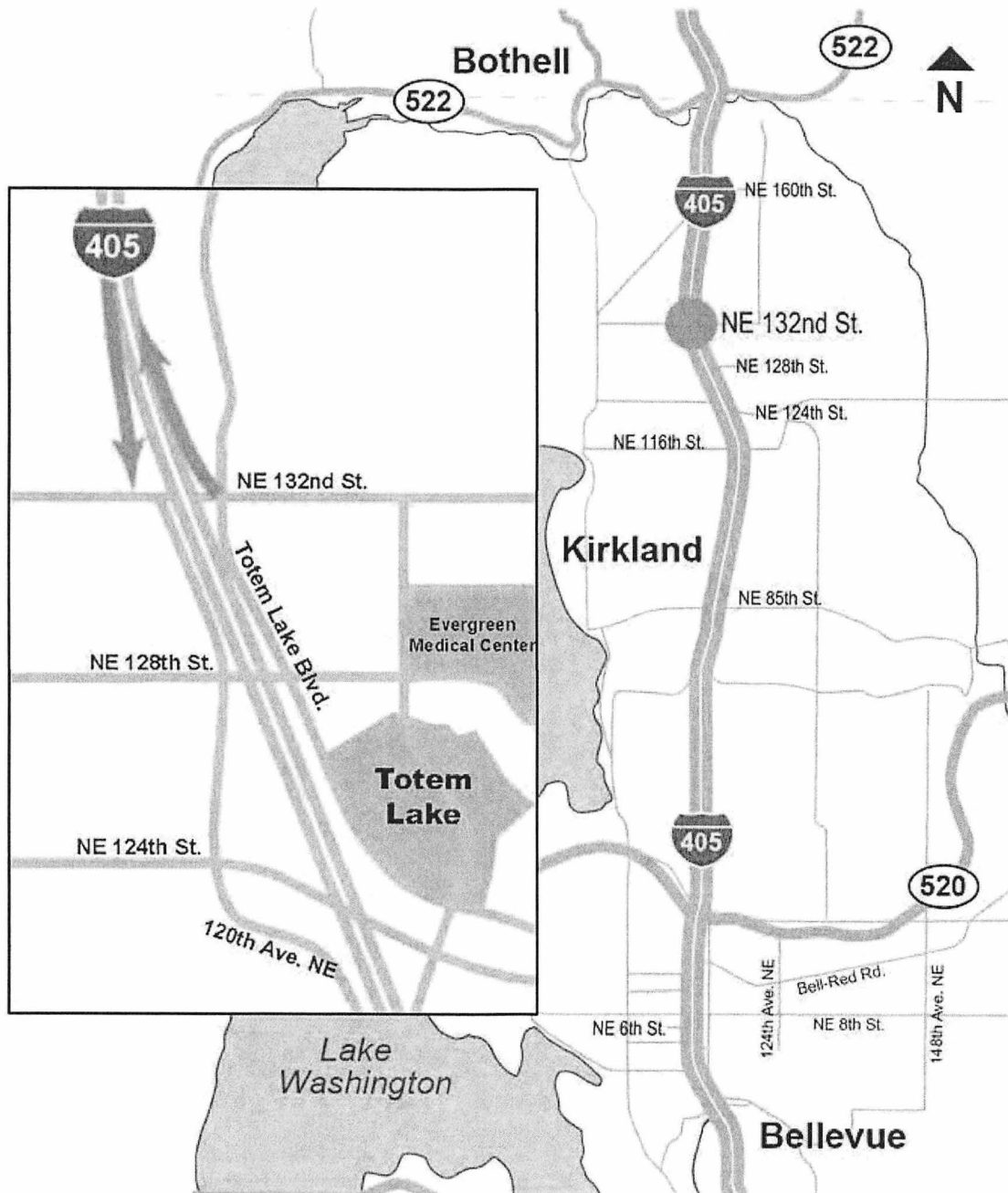
Date:

EXHIBIT A GENERAL PROJECT DESCRIPTION

The PROJECT includes design and construction improvements in the I-405 Corridor from milepost 20.8 to 21.2. The primary elements of the PROJECT include the following:

- New half-diamond interchange at NE 132nd Street in Kirkland. Construct southbound I-405 off-ramp to NE 132nd Street and northbound I-405 on-ramp from NE 132nd Street.
- Roundabouts at the intersections of the new ramps and NE 132nd Street to better manage traffic flow.
- Construct pedestrian and bicycle facilities and safety improvements on both sides of NE 132nd Street and adjacent roads as described in Exhibit D.
- Remove existing fish barrier culverts on Stream KL-12.
- Restore stream connection across I-405 on Stream KL-12. The connection will include a combination of open channel segments and culverts.
- Construct stormwater treatment and detention facilities to meet current standards.

**EXHIBIT B
PROJECT OVERVIEW**



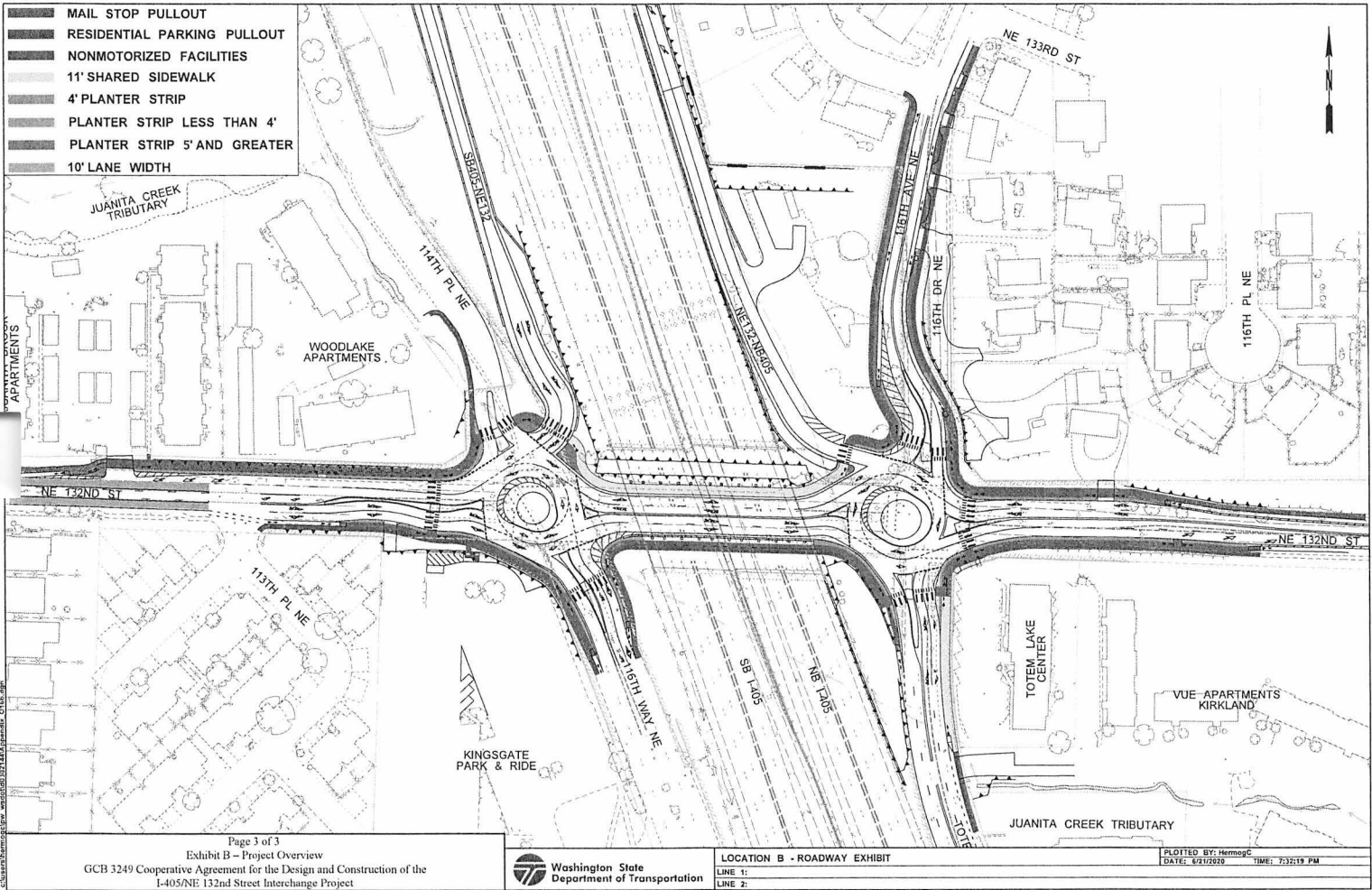
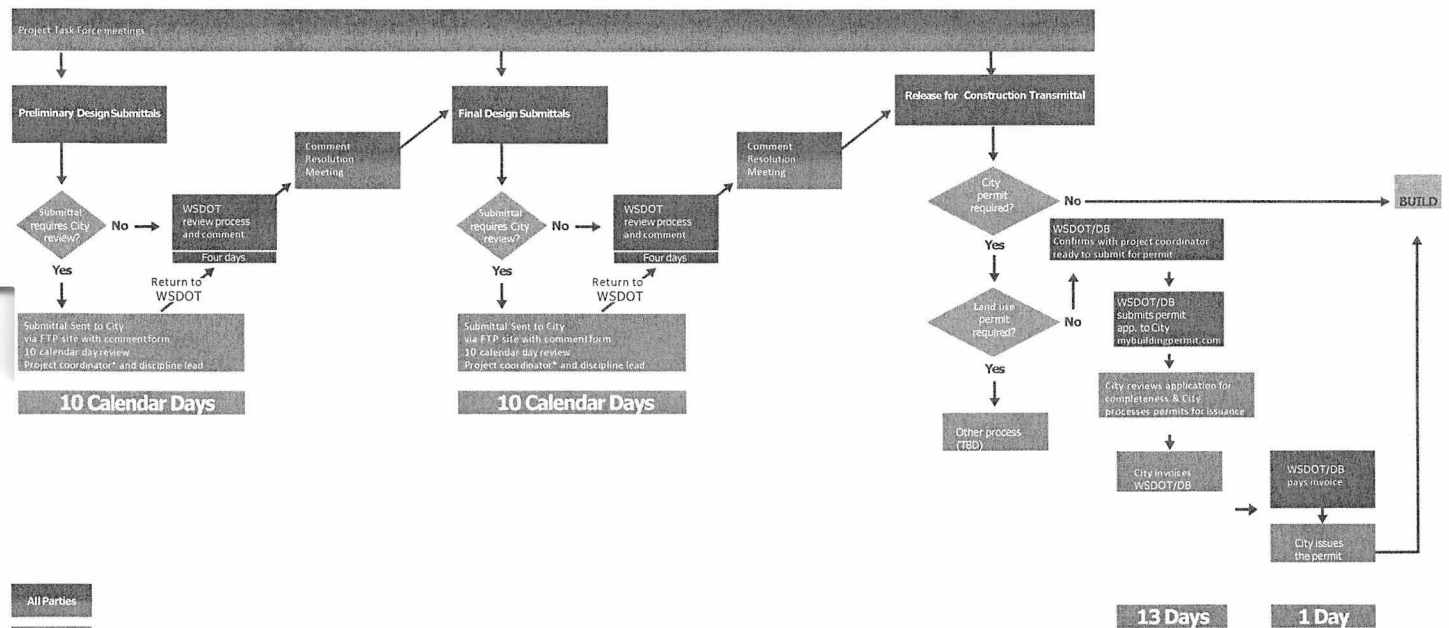


EXHIBIT C
REVIEW AND PERMIT PROCESS

WSDOT/Kirkland I-405 Project City Review and Permit Process



*Project coordinator involved through design development and construction.

EXHIBIT D PROJECT COMMITMENTS

The PARTIES agree to the following commitments, each of which is within the CITY's jurisdiction and within the PROJECT limits. The PARTIES recognize these commitments are based on conceptual PROJECT design and that future supplements or amendments to this AGREEMENT, or other new agreements, may be necessary to record final design decisions, update commitments based on final design and define cost estimates related to the design, construction and maintenance of the PROJECT.

WSDOT will:

- Maintain local access to properties along NE 132nd Street and other CITY streets related to the PROJECT during construction.
- Provide profile grade for driveways along 116th Avenue NE to match existing.
- Install green light poles along freeway on and off ramps and for all light poles at and between the roundabouts. Install galvanized poles at all other locations.
- Continue collaboration with the CITY regarding travel lane widths, which will be 11 feet, with the following exception:
 - NE 132nd Street between 112th Ave NE and 100 feet past 113th Ave NE, two lanes will be 10 feet, as shown in Exhibit B.
- Provide nonmotorized facilities on both sides of NE 132nd Street and other CITY streets as detailed in this Exhibit. Consistency will be maintained throughout NE 132nd Street, with a buffer/planter strip separating vehicular traffic from the raised bike lane and the sidewalk. Bicycles and pedestrians will be at the same raised level, but facilities will be delineated to clarify each mode's area. See Exhibit B for details and limits. Below are a few specifics and exceptions to note:
 - NE 132nd Street (west of I-405) – configuration for the nonmotorized elements west of the off-ramp terminal will be a 4-foot-wide planter strip except as noted in Exhibit B, a 5-foot-wide raised bike lane, a 1-foot-wide space for delineation, and a 5-foot-wide sidewalk.
 - NE 132nd Street (under I-405) – configuration for the nonmotorized elements underneath the I-405 structures between ramp terminals will be an 11-foot-wide active transportation facility of differing configurations. On the north side of the street, due to the limited space between the existing bridge piers, buffer/planter strips will not be installed under the existing bridge and the configuration will be an 11-foot-wide shared sidewalk. On the south side of NE 132nd Street, the existing pier columns will act as the buffer between vehicular traffic and nonmotorized elements and the configuration will be a 5-foot-wide raised bike lane, a 1-foot-wide space for delineation, and a 5-foot-wide sidewalk. Minimum shoulder widths underneath the I-405 structures will be 2 feet.
 - NE 132nd Street (east of I-405) – configuration for the nonmotorized elements east of the on-ramp terminal will be a 4-foot-wide planter strip except as noted in Exhibit B, a 5-foot-wide raised bike lane, a 1-foot-wide space for delineation, and a 5-foot-wide sidewalk.

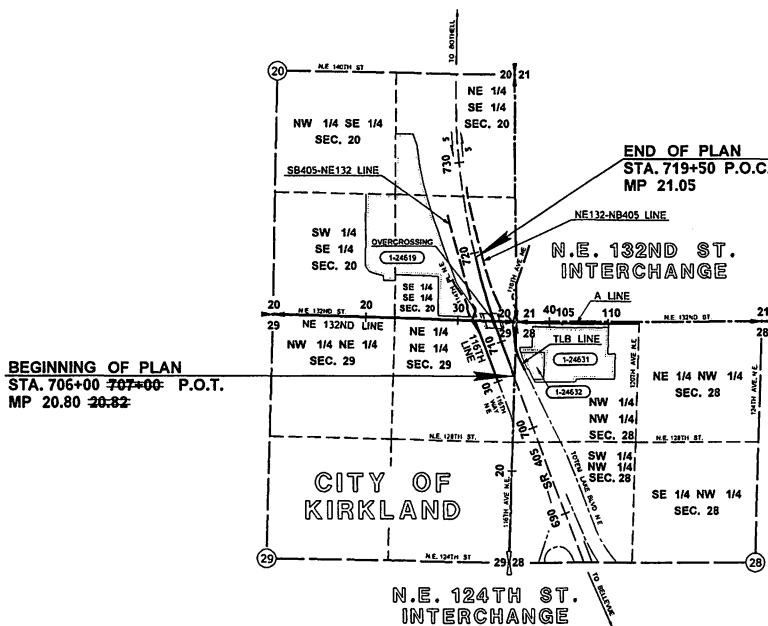
- 116th Way NE - configuration for the nonmotorized elements will transition from the NE 132nd Street design to match the existing roadway.
- 116th Avenue NE - configuration for the nonmotorized elements will transition from the NE 132nd Street design to a 5-foot-wide bike lane, with a 5-foot-wide planter strip, except as noted in Exhibit B, and a 5-foot-wide sidewalk on both sides of the street. Mail carrier and 7-foot-wide residential parking pullouts will be provided between driveways along the east side as shown in Exhibit B.
- 114th Place NE (entrance to Woodlake Apartments) – configuration will include a 5-foot-wide sidewalk section along the west side of the street only and no planter strip.
- Totem Lake Boulevard - configuration for the nonmotorized elements will transition from the NE 132nd Street design to an 11-foot-wide shared sidewalk along the east side of Totem Lake Boulevard to connect to the existing sidewalk.
- Crosswalks across NE 132nd Street between the two roundabouts will not be provided. Therefore, the east side of the NE 132nd Street /I-405 southbound off-ramp intersection, and the west side of the NE 132nd Street/I-405 northbound on-ramp intersection, will not have crossings (see Exhibit B).
- Median Island/Pedestrian & Bicycle Refuge Area – the minimum width of the refuge areas will be increased from the WSDOT standard of six (6) feet to eight (8) feet.

The CITY will:

- Provide WSDOT with copies of all permits, franchises and/or ordinances within the PROJECT limits, for facilities within CITY owned right of way that are incorporated into the PROJECT, or in areas defined as being turned back to the CITY at the completion of the PROJECT.
- Encourage and enforce Franchise and other Utility permits to the extent possible in support of WSDOT and WSDOT's DESIGN-BUILDER to construct the proposed improvements as required.
- Provide WSDOT with leases, easements, permits and other necessary agreements for permanent installation of PROJECT elements within CITY right of way and jurisdiction to construct the proposed improvements as required.

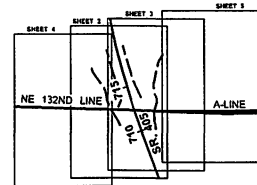
EXHIBIT E
RIGHT OF WAY PLANS

T.26N. R.5E. W.M.



BEGINNING OF PLAN
STA. 706+00 P.O.T.
MP 20.80

END OF PLAN
STA. 719+50 P.O.C.
MP 21.05



SHEET LAYOUT DIAGRAM
NOT TO SCALE

VICINITY MAP AND TOTAL PARCEL DETAILS

TOTAL LENGTH OF PLAN = 0.33 MILE

LEGEND	
PROPERTY OWNERS' HANDLES	
PROPERTY LINES	
SCALE IN FEET	
0 100 200	

Page 2 of 6	
Exhibit E - Right of Way Plans	
GCB 3249 Cooperative Agreement for the Design and Construction of the	
I-405/NE 132nd Street Interchange Project	
Letter 6-16-19	5-15-19
Reference	Approval

SR 405

N.E. 132ND ST. INTERCHANGE VIC.

KING COUNTY
RIGHT OF WAY AND LIMITED ACCESS PLAN
VICINITY MAP AND
TOTAL PARCEL DETAILS
MP 20.80 TO MP 21.05
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



DIGITALLY APPROVED BY
ENGINEER OF RECORD
ON JUNE 11, 2019

PROJECT ENGINEER

JUNE 11, 2019

APPROVED AND ADOPTED

STATE SURVEY MANAGER

SHEET 1 OF 5 SHEETS

405 / 436

willm	8/16/2020	12:15:31 PM	proj=H00L.V5	
CURVE DATA				
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
728+90.03	27°33'12" RT.	7.67144'	1,880.92'	3,689.15'

CITY OF KIRKLAND T.26N. R.5E. W.M.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED BY
WASHINGTON COORDINATE SYSTEM, NORTH ZONE (NAD 83/91).

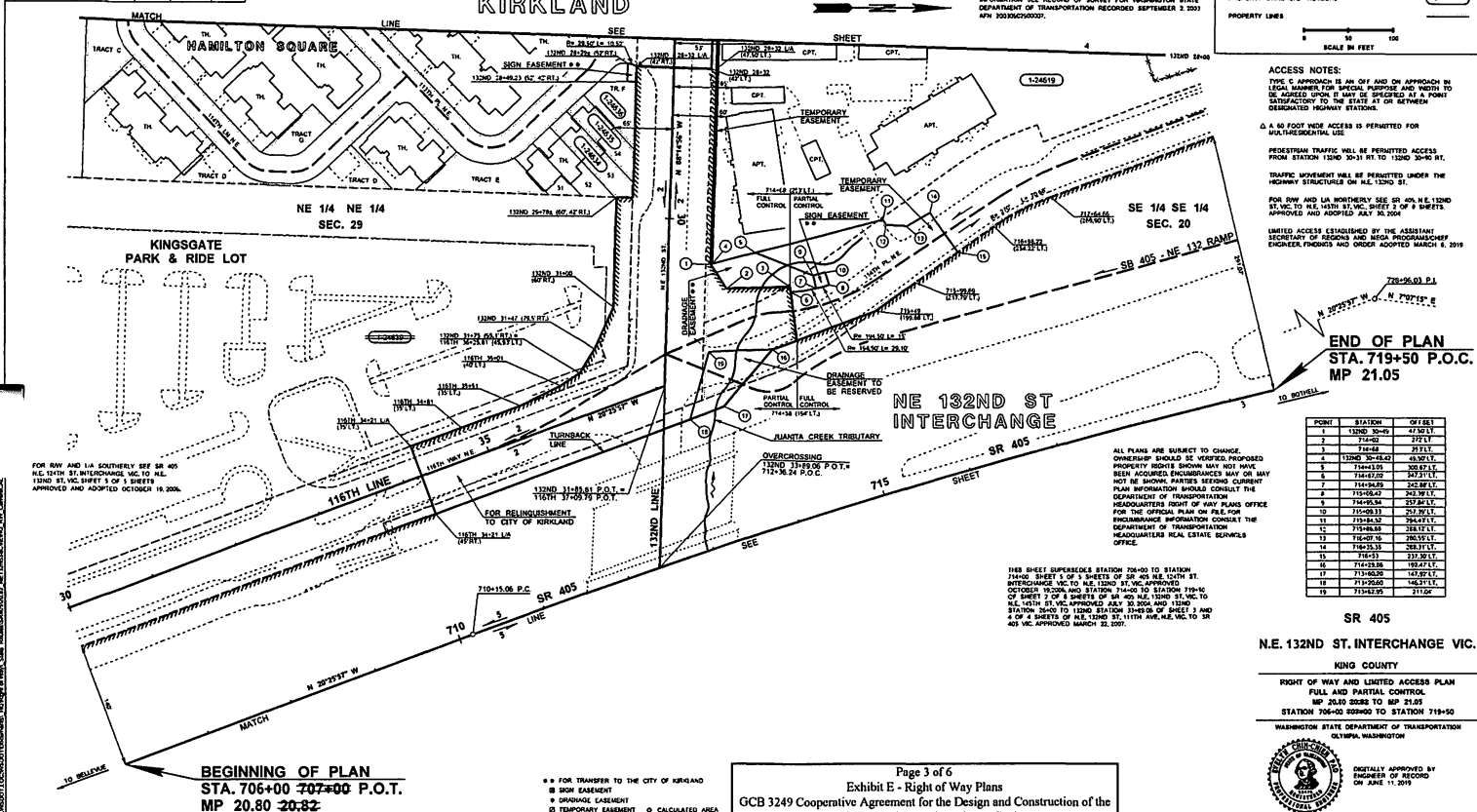
THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY
INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 2,
AFN 7031062700037.

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES



PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMARKS	BEGIT	CENTERLINE OF APPROACH STATION	TYPE
1-04639	NOT USED						
1-04638	HAMILTON SQUARE OWNERS ASSN.	0.79,831					
1-04635	WAVE AERIAL	1,677	ACCESS ONLY				
1-04634	LUTHER GLENN	2,356					
1-04615	ECO AT WOODLAND LLC	3,011	13B24	NBT 797	D151.647 # 3328 M 218	7+44.117	C-D
OWNERSHIPS							
TOTAL AREA LT FROM ADJACENT PARCELS				ALL AREAS NOT SHOWN IN SCHEDULE			
UNRECORDED OWNERSHIP INFORMATION				PLOT UNLESS OTHERWISE NOTED			
ACCESS APPROACH SCHEDULE							

[illegible]

PROJECT ENGINEER

JUNE 11, 2019

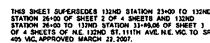
APPROVED AND ADOPTED

STATE SURVEY MANAGER

SHEET 2 OF 5 SHEET

Linked Access Established by Commission Findings and Order Issued July 24, 1967

ALL PLANS ARE SUBJECT TO CHANGE.
OWNERSHIP SHOULD BE VERIFIED, PROPOSED
PROPERTY RIGHTS SHOWN MAY NOT HAVE
BEEN ACQUIRED, ENCUMBRANCES MAY OR MAY
NOT BE SHOWN. PARTIES SEEKING CURRENT
PLAN INFORMATION SHOULD CONSULT THE
DEPARTMENT OF TRANSPORTATION
HEADQUARTERS RIGHT OF WAY PLANS OFFICE
FOR THE OFFICIAL PLAN ON FILE. FOR
ENCUMBRANCE INFORMATION CONSULT THE
DEPARTMENT OF TRANSPORTATION
HEADQUARTERS REAL ESTATE SERVICES
OFFICE.



N.E. 132ND ST. INTERCHANGE VIC.

KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



PROJECT ENGINEER

JUNE 11, 2019

STATE COURT REPORTER

SHEET 4 OF 5 SHEET

405 / 430

LEGEND

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

0 50 100

SCALE IN FEET

Page 5 of 6
Exhibit E - Right of Way Plans
GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

Revision	Revision Description	By
Under 8-15-19	8-15-19 Added Section Callouts; Added Building Type Callouts; Added For Railroadment to the City of Oakland on LI Site, 152nd 24+7.3 to 152nd 29+02 Added Temporary Easement Width	MRV
Reference	Approval	By

EXHIBIT F PROJECT MAINTENANCE RESPONSIBILITIES

This matrix addresses maintenance responsibilities on NE 132nd Street, 116th Way NE, 116th Avenue NE, and Totem Lake Boulevard within limited access after PROJECT construction completion. WSDOT is responsible for all other maintenance responsibilities within the I-405 right of way as described in this AGREEMENT and shown in the table and conceptual design graphic below. All CITY maintained elements will be constructed to CITY Standards or agreed to alternative, as specified in Section 4.0 of this AGREEMENT.

Maintenance Item <i>(reference table, paragraph from RCW)</i>	CITY	WSDOT
Roadway Surface <i>(limited access on 132nd St 1, 1)</i>	X	
Roadway Shoulders <i>(limited access on 132nd St 1, 2)</i>	X	
Bike Lanes <i>(1, 2)</i>	X	
Curb, gutter and Sidewalk <i>(1, 4)</i>	X	
ADA Features: Curb Ramps, Landings and Truncated Domes. <i>(1, 29)</i>	X	
Curbing within roundabouts: i.e. Splitter Islands. <i>(1, 27)</i>	X	
Roundabout Island Apron - I-405 CSS Baseline Concept <i>(1, 27)</i>	X	
Walls / Slopes within I-405 Right of Way supporting I-405 <i>(1, 3)</i>		X
Cross Culverts/Streams within I-405 Right of Way located under CITY Streets as shown in Exhibit F graphic [#]	X	
Cross Culverts/Streams within I-405 Right of Way not located under CITY streets as shown in Exhibit F graphic [#]		X
Pavement Markings and Striping <i>(1, 11)</i>	X	
Crosswalks <i>(1, 11)</i>	X	
Stormwater Facilities located along local roads managing runoff from local roads and associated Maintenance Access Points	X	
Stormwater Facilities located within I-405 Right of Way managing runoff from WSDOT roads and associated Maintenance Access Points		X

Maintenance Item <i>(reference table, paragraph from RCW)</i>	CITY	WSDOT
Gates/Fencing along WSDOT Right of Way and around Stormwater Facilities within WSDOT Right of Way		X
Gates/Fencing around CITY Stormwater Pond and Stormwater Detention Facilities outside WSDOT Right of Way	X	
Fencing Around Fish Passage%		X
I-405 Directional/Guide Signs, CITY Specifications	X	
I-405 Directional/Guide Signs, WSDOT Specifications		X
Regulatory and Warning Signs located along local roads, CITY Specifications	X	
Regulatory and Warning Signs located on I-405 mainline and ramps, WSDOT Specifications		X
Rapid Flashing Beacons for pedestrians at the Roundabout <i>(see Note 12)</i>		X
Street lighting on poles	X	
Pedestrian lighting on poles	X	
WSDOT Traffic Data Loops supporting Traffic Data Stations or ramp meter information for I-405.		X
WSDOT Traffic Cameras		X
CITY Traffic Cameras and Data Loops	X	
Street Cleaning	X	
Snow and Ice Removal	X	
Landscaping (hardscape or softscape) within roundabout island&	X	
Planter Strips including landscaping, street trees and irrigation	X	
Noxious Weeds within I-405 Right as shown in Exhibit F graphic.	X	X
Right of way encroachments within I-405 Right of Way outside of fenced Right of Way.	X	

- Kirkland will provide structural and general maintenance for culverts 1, 2, and the western half of 3. WSDOT will provide maintenance for open stream channels within limited access and structural/general maintenance for the

eastern half of culvert 3. WSDOT will maintain responsibility for fish passability for all elements except culvert 3 as outlined in the federal injunction.

& - Kirkland requested roundabout islands be hardscaped or paved in an effort to reduce maintenance.

% - Except in locations where fencing is outside limited access, attached to culverts maintained by the City of Kirkland, or is intended to serve as fall protection from a culvert maintained by the City of Kirkland.

Maintenance Responsibility on NE 132nd Street, NE 116th Way NE, 114th Place NE, 116th Ave NE, and Totem Lake Boulevard within limited access.

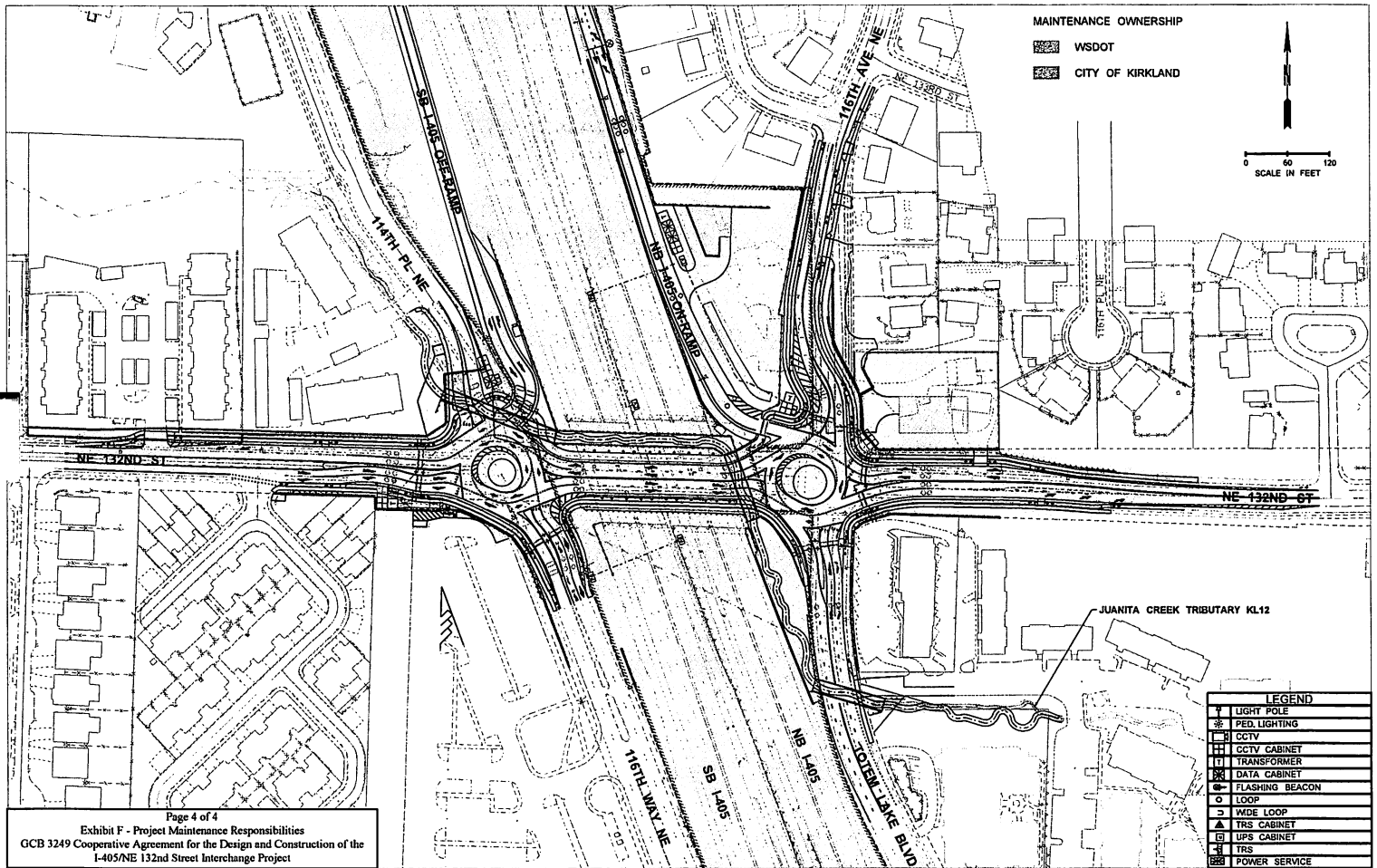


EXHIBIT G
FIBER CONDUIT CONCEPTUAL PLANS AND SPECIFICATIONS

STA NE132_CL_W 13+30
MATCH LINE SEE SHEET TS01

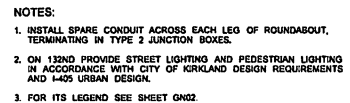




Exhibit G - Fiber Conduit Conceptual Plans and Specifications
GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

FILE NAME c:\user\hajt\pww_usdot\014352\DL5464_P10_1202.dgn										FED.AID PROJ.NO.										<div><div></div><div>Washington State Department of Transportation</div></div> <div>I-405 NE 132ND STREET INTERCHANGE PROJECT</div> <div>TS02</div> <div>HEET 50 OF 68 SHEETS</div>																			
TIME 2:54:31 PM																														REGION NO. STATE									
DATE 9/11/2020										10 WASH																													
PLOTTED BY hajtaz										JOB NUMBER																													
DESIGNED BY Z.HAJFATHALI										LOCATION NO. XL5464										CONCEPTUAL DESIGN 15% FINAL RFP REVIEW NOT FOR CONSTRUCTION										ITS PLAN									
ENTERED BY Z.HAJFATHALI																																							
CHECKED BY J.PREYGOEDEN																																							
PRGAL ENGR. D. ORIALDO																																							
REGIONAL ADM. L. HODGSON										REVISION										DATE										RY									

[illegible]

- Page 3 of 3
Exhibit G - Fiber Conduit Conceptual Plans and Specifications
GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

FILE NAME c:\sawer\h\l\wsp_wsdotd01\359DUL5464_P8_100_T803.dgn				FED.AID PROJ.NO.		 <p>Washington State Department of Transportation</p>	<p>I-405 NE 132ND STREET INTERCHANGE PROJECT</p>	<p>TS03</p>
TIME 2/16/04 PM				REVISION				
DATE 9/11/2020				10 WASH			<p>51 OF 68 SHEETS</p>	
PLOTTED BY hajtaz				JOB NUMBER				
DESIGNED BY Z.HAJIFATHALI				CONTRACT NO. XL5464				
ENTERED BY Z.HAJIFATHALI				LOCATION NO.		ITS PLAN		
CHECKED BY J.PREYCHOZEN								
PRGAL ENGR. D. GIBALDO								
REGIONAL ADM. L. HODGESON								
REVISION				DATE BY				

**EXHIBIT H
FIBER CONDUIT COST ESTIMATE**

	Qty.	Unit Measure	Unit Cost	Material Cost	Labor Qty.	Labor Unit	Unit Cost	Labor Cost	Total Cost
Small Cable Vault – St. Plan J-90.21-01 (Galvanized)	2	Ea.	\$2,000	\$4,000	8	Hr.	\$90	\$720	\$4,720
PVC Schedule 80 Conduit w/ coupling Betterment (2 x 4" with 4 innerduct)	1090	LF	\$17.67	\$19,260	142	Hr.	\$90	\$12,780	\$32,040
Existing PVC Conduit Credit (2")	(545)	LF	\$2.33	(\$1,270)	49	Hr.	\$90	(\$4,410)	(\$5,680)
48 SM (Loose Tube)	545	LF	\$0.93	\$505	5	Hr.	\$90	\$450	\$955
Single Mode Splice Case	2	EA	735	\$1,470	6	Hr.	\$90	\$540	\$2,010
Splice (per strand)	48	EA	0	\$0	12	Hr.	\$90	\$1,080	\$1,080
Subtotal									\$35,125
Sales Tax (10%)									\$3,513
Design & Engineering (10%)									\$3,513
Construction Management (10%)									\$3,513
Contingency (4%)									\$1,405
Total									\$47,069

EXHIBIT I
GCB 3250

GCB 3250

**DESIGN-BUILD COOPERATIVE AGREEMENT
For the City of Kirkland Project Coordinator
for the
I-405/NE 132nd Street Interchange Project**

THIS Agreement (AGREEMENT) is made and entered into by the City of Kirkland (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the "PARTIES" and individually referred to as the "PARTY."

Recitals

- A. WSDOT, in the interest of providing improved access in the I-405 Corridor, proposes improvements along I-405 within Kirkland in a project known as the I-405/NE 132nd Street Interchange Project (PROJECT).
- B. The proposed PROJECT will require WSDOT to perform certain work on CITY facilities.
- C. WSDOT will construct the PROJECT using the design-build method of project delivery.
- D. The design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery.
- E. The PARTIES entered into GCB 3249, Cooperative Agreement for the Design and Construction of the PROJECT.
- F. The design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery, necessitating expedited CITY review of the PROJECT design elements.
- G. As part of the PROJECT, the PARTIES have found it beneficial to have a CITY Project Coordinator to serve as a liaison for the CITY and to expedite review of PROJECT submittals.
- H. Pursuant to the terms of agreement GCB 3249, WSDOT has committed to reimburse the CITY for costs that are directly related to services rendered solely for the PROJECT by a CITY Project Coordinator.

NOW, THEREFORE, pursuant to Revised Code of Washington (RCW) 47.28.140, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached Exhibit A by this reference incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

DRAFT October 23, 2020

GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

1.0 DESIGNATED REPRESENTATIVES

- 1.1 The CITY Project Coordinator will serve as the CITY's PROJECT liaison.
- 1.2 WSDOT's I-405 Project Engineer will serve as WSDOT's PROJECT liaison.

2.0 GENERAL

- 2.1 WSDOT and the CITY agree that it is to the benefit of both PARTIES for WSDOT to fund the temporary position of CITY Project Coordinator for time spent on the PROJECT, in order to facilitate communication and coordination between WSDOT and the CITY.
- 2.2 The individual serving in the capacity of CITY Project Coordinator shall be a Project Engineer or greater.
- 2.3 The CITY shall consult with WSDOT on its choice of the individual(s) chosen to serve in the CITY Project Coordinator position. The CITY and WSDOT shall mutually agree in writing on the individual(s) who will fill the CITY Project Coordinator position, prior to the start of any work by the CITY Project Coordinator.
- 2.4 The CITY may not change the individual serving in the capacity of CITY Project Coordinator at any time without first discussing these changes with WSDOT and reaching a prior, written mutual agreement between the CITY and WSDOT as outlined in Section 2.3.
- 2.5 The CITY Project Coordinator shall consult with WSDOT's I-405 Project Engineer, on a basis to be mutually agreed upon by WSDOT's I-405 Project Engineer and the CITY, for the purpose of PROJECT activity and priority direction.
- 2.6 WSDOT shall only fund those hours worked by the CITY Project Coordinator for activities directly related to the PROJECT. All other hours not directly related to the PROJECT worked by the person serving as CITY Project Coordinator shall be paid by the CITY.
- 2.7 The PARTIES agree that WSDOT shall pay for work by the CITY Project Coordinator, as outlined in Section 7.0.
- 2.8 The CITY may require the CITY Project Coordinator to work in excess of 40 hours per week. Even if the CITY Project Coordinator works more than 40 hours per week on PROJECT-related activities, the CITY shall bill WSDOT, to the nearest thirty (30) minute increment, at the agreed upon all-inclusive hourly rate outlined in Section 7.0.
- 2.9 In the event the CITY Project Coordinator is absent, the CITY will assign a designee to act in the stead of the CITY Project Coordinator. The designee shall also be subject to

DRAFT October 23, 2020

GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

the terms and conditions of Section 2.2. The CITY's designee acting on behalf of the CITY Project Coordinator shall serve no more than ten (10) consecutive business days. If the CITY Project Coordinator is absent for more than ten (10) consecutive business days, the CITY shall name a replacement, temporary or otherwise, subject to the terms and conditions outlined in Sections 2.2 through 2.4.

2.10 If WSDOT is unable to resolve to its satisfaction a dispute regarding the CITY Project Coordinator for documented non-performance of assigned work tasks, upon following the dispute resolution process specified in Section 8.0, WSDOT shall have the authority to request a replacement to fill the CITY Project Coordinator position.

2.10.1 WSDOT's written request for replacement shall be submitted to the CITY, and the CITY shall have thirty (30) calendar days to comply. The CITY shall name a replacement CITY Project Coordinator subject to the terms and conditions outlined in Sections 2.2 through 2.4.

2.10.2 In the event that the CITY does not comply within thirty (30) calendar days, and the PARTIES do not mutually agree in writing to an extension of the thirty (30) calendar days, this AGREEMENT will be resolved through the dispute resolution process specified in Section 8.0.

3.0 CITY RESPONSIBILITIES

3.1 The CITY agrees to pay the individual(s) serving in the CITY Project Coordinator position and administer all employee benefits in accordance with the CITY's employment policies.

3.2 The CITY agrees that the individual(s) serving in the CITY Project Coordinator position shall be required to submit a monthly activity report to WSDOT of actual hours worked performing the tasks listed in Section 5.0. The activity report shall include a daily accounting of specific activities performed and specific hours worked to accomplish the tasks for the PROJECT. The activity report and corresponding invoice shall be submitted to WSDOT by the fifteenth (15) day of the month following any month in which the CITY Project Coordinator had at least thirty (30) minutes of work to report. WSDOT will review the hours worked and, if accurate, will approve payment of the invoice as agreed in Section 7.0.

3.3 The CITY Project Coordinator will be responsible for facilitating all CITY PROJECT-related communication between WSDOT and CITY staff as well as expediting CITY review of all PROJECT-related submittals, and assisting with the process of applying for and obtaining any necessary permits from the CITY for PROJECT work within the CITY's jurisdiction. This coordination of efforts with WSDOT will take place via WSDOT's I-405 Project Engineer.

DRAFT October 23, 2020

4.0 WSDOT RESPONSIBILITIES

- 4.1 WSDOT's I-405 Project Engineer, or designee, will be responsible for facilitating all WSDOT PROJECT-related communication between the CITY Project Coordinator and WSDOT staff as well as providing PROJECT-related submittals to the CITY Project Coordinator. This coordination of efforts with the CITY will take place via the CITY Project Coordinator.

5.0 SCOPE OF WORK

- 5.1 The CITY Project Coordinator shall serve as a liaison between WSDOT's I-405 Project Engineer and CITY staff, from award of the PROJECT design-build contract until completion of the PROJECT, which is estimated to be between July 2021 and December 2024.
- 5.2 PROJECT design-build task force meetings, including WSDOT, its Design-Builder, other stakeholder agencies and their representatives, will be held to expedite PROJECT reviews, track PROJECT progress, emerging issues and to provide a forum for innovative solutions. The CITY Project Coordinator shall represent the CITY in design-build task force meetings and ongoing informal reviews during the design and construction of the PROJECT, during the timeframe estimated in Section 5.1. The CITY Project Coordinator shall be responsible for informing the appropriate CITY staff of discussions and decisions made at design-build task force meetings, or the CITY Project Coordinator, at their discretion, may invite appropriate CITY staff as subject matter experts to attend design-build task force meetings.
- 5.3 The CITY Project Coordinator shall circulate PROJECT submittals to appropriate CITY staff and ensure timely CITY review. The CITY Project Coordinator shall be responsible for expediting those reviews, in accordance with the specific timeframes and conditions agreed upon in GCB 3249.
- 5.4 The CITY Project Coordinator will work with WSDOT and/or its Design-Builder to process all applications for permits necessary for PROJECT work within the CITY's jurisdiction.

6.0 SUPERVISION AND INDEPENDENT CAPACITY

- 6.1 The CITY Project Coordinator engaged in the performance of this AGREEMENT shall continue to be an employee of the CITY and shall not be considered, for any purpose, to be an employee of WSDOT.
- 6.2 The CITY shall be responsible for the supervision of the CITY Project Coordinator.

DRAFT October 23, 2020

GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

7.0 PAYMENT

- 7.1 WSDOT, in consideration of the satisfactory performance of work to be done by individual(s) serving in the CITY Project Coordinator position, agrees to reimburse the CITY for the actual direct and related indirect costs the CITY incurs for such work. Each individual shall bill an all-inclusive hourly rate, which includes all costs and benefits outlined in Sections 7.2 for a **Project Engineer** or greater. The all-inclusive hourly rate shall be billed, to the nearest thirty (30) minute increment, for all hours worked in order to perform the specific tasks listed in Section 5.0. The actual per hour all-inclusive rate shall serve as full compensation to the CITY for work performed by any individual serving in the CITY Project Coordinator position.
- 7.2 The PARTIES agree that the all-inclusive hourly rate shall be considered to include, but not be limited to, all costs associated with administrative costs, travel expenses, as well as medical insurance, retirement contributions, sick leave and vacation, and labor and industry payments. All costs necessary for the performance of the work that may exceed the all-inclusive hourly rate shall be borne solely by the CITY.
- 7.3 The PARTIES agree the maximum payable amount estimate for this AGREEMENT is based on the estimated staff rates and maximum hours for the work, as provided in the Estimate, Exhibit A. The maximum amount payable by WSDOT to the CITY under this AGREEMENT is Two Hundred Two Thousand One Hundred Twenty-Five dollars (\$202,125).
- 7.4 The CITY agrees to submit, not more than once a month, a billing to WSDOT summarizing the hours worked each day by the CITY Project Coordinator. The monthly billing shall specify hours worked for the PROJECT. The monthly activity report specifying the hours worked, as described in Section 3.2 of this AGREEMENT, shall be submitted as an attachment to the monthly billing.
- 7.5 Upon receipt of the monthly billing and the accompanying activity report, and upon WSDOT written concurrence of the hours worked, WSDOT agrees to reimburse the CITY within thirty (30) calendar days of receipt of an invoice.

8.0 DISPUTE RESOLUTION

- 8.1 In the event that issues arise that are not addressed in this AGREEMENT, the PARTIES agree to work collaboratively to resolve disputes promptly and at the lowest organizational level. The process to informally resolve the situation shall proceed in the following order:
- 8.1.1 The CITY's Project Coordinator and WSDOT's I-405 Project Engineer, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

DRAFT October 23, 2020

GCB 3249 Cooperative Agreement for the Design and Construction of the
I-405/NE 132nd Street Interchange Project

- 8.1.2 If the issue cannot be resolved at this level, WSDOT's I-405/SR 167 Construction Engineer, or designee, and the CITY's Public Works Director, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.
- 8.1.3 If dispute resolution is still not successful, WSDOT's I-405/SR 167 Program Administrator, or designee, and the CITY's City Manager, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

9.0 INDEMNIFICATION

- 9.1 The PARTIES shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors 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, each of the PARTY's obligations to be performed pursuant to the provisions of this AGREEMENT. The PARTIES shall not be required to indemnify, defend, or hold harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other PARTY; provided that, if such claims, suits, or actions result from the concurrent or contributory negligence of (a) WSDOT, its employees, authorized agents, or contractors and (b) the CITY, its employees, authorized agents, or contractors, and/or involves those actions covered by RCW 4.24.115, the indemnity provided herein shall be valid and enforceable only to the extent of the negligence of each PARTY, its employees, authorized agents, and/or contractors.
- 9.2 WSDOT and the CITY agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 9.3 This indemnification and waiver shall survive the termination of this AGREEMENT.

10.0 INDEPENDENT STATUS

- 10.1 In the performance of this AGREEMENT, the PARTIES will be acting in their governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another.
- 10.2 The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The employees or agents of one PARTY shall not be deemed or construed to be the employees or agents of the other PARTY for any purpose whatsoever.
- 10.3 Neither the CITY, nor any CITY Project Coordinator, shall make any claim of right, privilege, or benefit that would accrue to a WSDOT employee under chapter 41.06 RCW

or Title 51 RCW.

11.0 AMENDMENT

11.1 This AGREEMENT may be modified or amended upon mutual agreement of the PARTIES via an amendment executed in accordance with Section 11.2, if the CITY Project Coordinator position is deemed necessary beyond the maximum amount payable outlined in Section 7.3.

11.2 Either PARTY may request modifications to this AGREEMENT. Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

12.0 ALL WRITINGS CONTAINED HEREIN

12.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.

12.2 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.

13.0 GOVERNANCE

13.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws.

13.2 The provisions of this AGREEMENT shall be construed to conform to those laws.

14.0 EFFECTIVENESS AND DURATION

14.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until completion of the PROJECT construction contract, or until GCB 3249 is terminated pursuant to the termination clauses of that agreement, whichever occurs earlier.

15.0 SEVERABILITY

15.1 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.

DRAFT October 23, 2020

16.0 TERMINATION

- 16.1 This AGREEMENT may be terminated for convenience by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.
- 16.2 WSDOT shall be responsible for reimbursing the CITY for all hours worked by the CITY Project Coordinator under the terms of this AGREEMENT prior to the date of termination, provided that the CITY complies with Sections 3.2 and 7.0 herein. WSDOT shall not be responsible for reimbursing the CITY for any hours worked by the CITY Project Coordinator after the date of termination of this AGREEMENT, even if that work is directly related to the PROJECT.

17.0 VENUE

- 17.1 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:

CITY OF KIRKLAND

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By (signature):
Kurt Triplett
City Manager

By (signature):
Lisa Hodgson
I-405/SR 167 Program Administrator

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By (print):

By (print):

By (signature):
City Attorney

By (signature):
Assistant Attorney General
Office of the Attorney General

Date:

Date:

ATTEST:

By (print):

By (signature):

Date:

EXHIBIT A PROJECT COORDINATOR ESTIMATE

The below estimate encompasses Project Coordinator costs associated with the PROJECT.

Project Phase	Estimated duration (years)	Project Coordinator FTE estimate per phase	Estimated hours per phase (duration x 2080 hr./yr. x FTE)
Design	1.5	0.250	780
Construction	2.0	0.100	416
Total hours:			1196
Estimated Senior Project Engineer hourly rate:			\$169
Total:			\$202,125

GCB 3250

**DESIGN-BUILD COOPERATIVE AGREEMENT
For the City of Kirkland Project Coordinator
for the
I-405/NE 132nd Street Interchange Project**

THIS Agreement (AGREEMENT) is made and entered into by the City of Kirkland (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the “PARTIES” and individually referred to as the “PARTY.”

Recitals

- A. WSDOT, in the interest of providing improved access in the I-405 Corridor, proposes improvements along I-405 within Kirkland in a project known as the I-405/NE 132nd Street Interchange Project (PROJECT).
- B. The proposed PROJECT will require WSDOT to perform certain work on CITY facilities.
- C. WSDOT will construct the PROJECT using the design-build method of project delivery.
- D. The design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery.
- E. The PARTIES entered into GCB 3249, Cooperative Agreement for the Design and Construction of the PROJECT.
- F. The design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery, necessitating expedited CITY review of the PROJECT design elements.
- G. As part of the PROJECT, the PARTIES have found it beneficial to have a CITY Project Coordinator to serve as a liaison for the CITY and to expedite review of PROJECT submittals.
- H. Pursuant to the terms of agreement GCB 3249, WSDOT has committed to reimburse the CITY for costs that are directly related to services rendered solely for the PROJECT by a CITY Project Coordinator.

NOW, THEREFORE, pursuant to Revised Code of Washington (RCW) 47.28.140, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached Exhibit A by this reference incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 DESIGNATED REPRESENTATIVES

- 1.1 The CITY Project Coordinator will serve as the CITY's PROJECT liaison.
- 1.2 WSDOT's I-405 Project Engineer will serve as WSDOT's PROJECT liaison.

2.0 GENERAL

- 2.1 WSDOT and the CITY agree that it is to the benefit of both PARTIES for WSDOT to fund the temporary position of CITY Project Coordinator for time spent on the PROJECT, in order to facilitate communication and coordination between WSDOT and the CITY.
- 2.2 The individual serving in the capacity of CITY Project Coordinator shall be a Project Engineer or greater.
- 2.3 The CITY shall consult with WSDOT on its choice of the individual(s) chosen to serve in the CITY Project Coordinator position. The CITY and WSDOT shall mutually agree in writing on the individual(s) who will fill the CITY Project Coordinator position, prior to the start of any work by the CITY Project Coordinator.
- 2.4 The CITY may not change the individual serving in the capacity of CITY Project Coordinator at any time without first discussing these changes with WSDOT and reaching a prior, written mutual agreement between the CITY and WSDOT as outlined in Section 2.3.
- 2.5 The CITY Project Coordinator shall consult with WSDOT's I-405 Project Engineer, on a basis to be mutually agreed upon by WSDOT's I-405 Project Engineer and the CITY, for the purpose of PROJECT activity and priority direction.
- 2.6 WSDOT shall only fund those hours worked by the CITY Project Coordinator for activities directly related to the PROJECT. All other hours not directly related to the PROJECT worked by the person serving as CITY Project Coordinator shall be paid by the CITY.
- 2.7 The PARTIES agree that WSDOT shall pay for work by the CITY Project Coordinator, as outlined in Section 7.0.
- 2.8 The CITY may require the CITY Project Coordinator to work in excess of 40 hours per week. Even if the CITY Project Coordinator works more than 40 hours per week on PROJECT-related activities, the CITY shall bill WSDOT, to the nearest thirty (30) minute increment, at the agreed upon all-inclusive hourly rate outlined in Section 7.0.
- 2.9 In the event the CITY Project Coordinator is absent, the CITY will assign a designee to act in the stead of the CITY Project Coordinator. The designee shall also be subject to

the terms and conditions of Section 2.2. The CITY's designee acting on behalf of the CITY Project Coordinator shall serve no more than ten (10) consecutive business days. If the CITY Project Coordinator is absent for more than ten (10) consecutive business days, the CITY shall name a replacement, temporary or otherwise, subject to the terms and conditions outlined in Sections 2.2 through 2.4.

2.10 If WSDOT is unable to resolve to its satisfaction a dispute regarding the CITY Project Coordinator for documented non-performance of assigned work tasks, upon following the dispute resolution process specified in Section 8.0, WSDOT shall have the authority to request a replacement to fill the CITY Project Coordinator position.

2.10.1 WSDOT's written request for replacement shall be submitted to the CITY, and the CITY shall have thirty (30) calendar days to comply. The CITY shall name a replacement CITY Project Coordinator subject to the terms and conditions outlined in Sections 2.2 through 2.4.

2.10.2 In the event that the CITY does not comply within thirty (30) calendar days, and the PARTIES do not mutually agree in writing to an extension of the thirty (30) calendar days, this AGREEMENT will be resolved through the dispute resolution process specified in Section 8.0.

3.0 CITY RESPONSIBILITIES

3.1 The CITY agrees to pay the individual(s) serving in the CITY Project Coordinator position and administer all employee benefits in accordance with the CITY's employment policies.

3.2 The CITY agrees that the individual(s) serving in the CITY Project Coordinator position shall be required to submit a monthly activity report to WSDOT of actual hours worked performing the tasks listed in Section 5.0. The activity report shall include a daily accounting of specific activities performed and specific hours worked to accomplish the tasks for the PROJECT. The activity report and corresponding invoice shall be submitted to WSDOT by the fifteenth (15) day of the month following any month in which the CITY Project Coordinator had at least thirty (30) minutes of work to report. WSDOT will review the hours worked and, if accurate, will approve payment of the invoice as agreed in Section 7.0.

3.3 The CITY Project Coordinator will be responsible for facilitating all CITY PROJECT-related communication between WSDOT and CITY staff as well as expediting CITY review of all PROJECT-related submittals, and assisting with the process of applying for and obtaining any necessary permits from the CITY for PROJECT work within the CITY's jurisdiction. This coordination of efforts with WSDOT will take place via WSDOT's I-405 Project Engineer.

4.0 WSDOT RESPONSIBILITIES

- 4.1 WSDOT's I-405 Project Engineer, or designee, will be responsible for facilitating all WSDOT PROJECT-related communication between the CITY Project Coordinator and WSDOT staff as well as providing PROJECT-related submittals to the CITY Project Coordinator. This coordination of efforts with the CITY will take place via the CITY Project Coordinator.

5.0 SCOPE OF WORK

- 5.1 The CITY Project Coordinator shall serve as a liaison between WSDOT's I-405 Project Engineer and CITY staff, from award of the PROJECT design-build contract until completion of the PROJECT, which is estimated to be between July 2021 and December 2024.
- 5.2 PROJECT design-build task force meetings, including WSDOT, its Design-Builder, other stakeholder agencies and their representatives, will be held to expedite PROJECT reviews, track PROJECT progress, emerging issues and to provide a forum for innovative solutions. The CITY Project Coordinator shall represent the CITY in design-build task force meetings and ongoing informal reviews during the design and construction of the PROJECT, during the timeframe estimated in Section 5.1. The CITY Project Coordinator shall be responsible for informing the appropriate CITY staff of discussions and decisions made at design-build task force meetings, or the CITY Project Coordinator, at their discretion, may invite appropriate CITY staff as subject matter experts to attend design-build task force meetings.
- 5.3 The CITY Project Coordinator shall circulate PROJECT submittals to appropriate CITY staff and ensure timely CITY review. The CITY Project Coordinator shall be responsible for expediting those reviews, in accordance with the specific timeframes and conditions agreed upon in GCB 3249.
- 5.4 The CITY Project Coordinator will work with WSDOT and/or its Design-Builder to process all applications for permits necessary for PROJECT work within the CITY's jurisdiction.

6.0 SUPERVISION AND INDEPENDENT CAPACITY

- 6.1 The CITY Project Coordinator engaged in the performance of this AGREEMENT shall continue to be an employee of the CITY and shall not be considered, for any purpose, to be an employee of WSDOT.
- 6.2 The CITY shall be responsible for the supervision of the CITY Project Coordinator.

7.0 PAYMENT

- 7.1 WSDOT, in consideration of the satisfactory performance of work to be done by individual(s) serving in the CITY Project Coordinator position, agrees to reimburse the CITY for the actual direct and related indirect costs the CITY incurs for such work. Each individual shall bill an all-inclusive hourly rate, which includes all costs and benefits outlined in Section 7.2 for a **Project Engineer** or greater. The all-inclusive hourly rate shall be billed, to the nearest thirty (30) minute increment, for all hours worked in order to perform the specific tasks listed in Section 5.0. The actual per hour all-inclusive rate shall serve as full compensation to the CITY for work performed by any individual serving in the CITY Project Coordinator position.
- 7.2 The PARTIES agree that the all-inclusive hourly rate shall be considered to include, but not be limited to, all costs associated with administrative costs, travel expenses, as well as medical insurance, retirement contributions, sick leave and vacation, and labor and industry payments. All costs necessary for the performance of the work that may exceed the all-inclusive hourly rate shall be borne solely by the CITY.
- 7.3 The PARTIES agree the maximum payable amount estimate for this AGREEMENT is based on the estimated staff rates and maximum hours for the work, as provided in the Estimate, Exhibit A. The maximum amount payable by WSDOT to the CITY under this AGREEMENT is Two Hundred Two Thousand One Hundred Twenty-Five dollars (\$202,125).
- 7.4 The CITY agrees to submit, not more than once a month, a billing to WSDOT summarizing the hours worked each day by the CITY Project Coordinator. The monthly billing shall specify hours worked for the PROJECT. The monthly activity report specifying the hours worked, as described in Section 3.2 of this AGREEMENT, shall be submitted as an attachment to the monthly billing.
- 7.5 Upon receipt of the monthly billing and the accompanying activity report, and upon WSDOT written concurrence of the hours worked, WSDOT agrees to reimburse the CITY within thirty (30) calendar days of receipt of an invoice.

8.0 DISPUTE RESOLUTION

- 8.1 In the event that issues arise that are not addressed in this AGREEMENT, the PARTIES agree to work collaboratively to resolve disputes promptly and at the lowest organizational level. The process to informally resolve the situation shall proceed in the following order:
- 8.1.1 The CITY's Project Coordinator and WSDOT's I-405 Project Engineer, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

- 8.1.2 If the issue cannot be resolved at this level, WSDOT's I-405/SR 167 Construction Engineer, or designee, and the CITY's Public Works Director, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.
- 8.1.3 If dispute resolution is still not successful, WSDOT's I-405/SR 167 Program Administrator, or designee, and the CITY's City Manager, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

9.0 INDEMNIFICATION

- 9.1 The PARTIES shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors 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, each of the PARTY's obligations to be performed pursuant to the provisions of this AGREEMENT. The PARTIES shall not be required to indemnify, defend, or hold harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other PARTY; provided that, if such claims, suits, or actions result from the concurrent or contributory negligence of (a) WSDOT, its employees, authorized agents, or contractors and (b) the CITY, its employees, authorized agents, or contractors, and/or involves those actions covered by RCW 4.24.115, the indemnity provided herein shall be valid and enforceable only to the extent of the negligence of each PARTY, its employees, authorized agents, and/or contractors.
- 9.2 WSDOT and the CITY agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 9.3 This indemnification and waiver shall survive the termination of this AGREEMENT.

10.0 INDEPENDENT STATUS

- 10.1 In the performance of this AGREEMENT, the PARTIES will be acting in their governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another.
- 10.2 The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The employees or agents of one PARTY shall not be deemed or construed to be the employees or agents of the other PARTY for any purpose whatsoever.
- 10.3 Neither the CITY, nor any CITY Project Coordinator, shall make any claim of right, privilege, or benefit that would accrue to a WSDOT employee under chapter 41.06 RCW

or Title 51 RCW.

11.0 AMENDMENT

- 11.1 This AGREEMENT may be modified or amended upon mutual agreement of the PARTIES via an amendment executed in accordance with Section 11.2, if the CITY Project Coordinator position is deemed necessary beyond the maximum amount payable outlined in Section 7.3.
- 11.2 Either PARTY may request modifications to this AGREEMENT. Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

12.0 ALL WRITINGS CONTAINED HEREIN

- 12.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.
- 12.2 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.

13.0 GOVERNANCE

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

14.0 EFFECTIVENESS AND DURATION

- 14.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until completion of the PROJECT construction contract, or until GCB 3249 is terminated pursuant to the termination clauses of that agreement, whichever occurs earlier.

15.0 SEVERABILITY

- 15.1 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.

16.0 TERMINATION

- 16.1 This AGREEMENT may be terminated for convenience by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.
- 16.2 WSDOT shall be responsible for reimbursing the CITY for all hours worked by the CITY Project Coordinator under the terms of this AGREEMENT prior to the date of termination, provided that the CITY complies with Sections 3.2 and 7.0 herein. WSDOT shall not be responsible for reimbursing the CITY for any hours worked by the CITY Project Coordinator after the date of termination of this AGREEMENT, even if that work is directly related to the PROJECT.

17.0 VENUE

- 17.1 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:

CITY OF KIRKLAND

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By (signature):
Kurt Triplett
City Manager

By (signature):
Lisa Hodgson
I-405/SR 167 Program Administrator

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By (print):

By (print):

By (signature):
City Attorney

By (signature):
Assistant Attorney General
Office of the Attorney General

Date:

Date:

ATTEST:

By (print):

By (signature):

Date:

EXHIBIT A
PROJECT COORDINATOR ESTIMATE

The below estimate encompasses Project Coordinator costs associated with the PROJECT.

Project Phase	Estimated duration (years)	Project Coordinator FTE estimate per phase	Estimated hours per phase (duration x 2080 hr./yr. x FTE)
Design	1.5	0.250	780
Construction	2.0	0.100	416
Total hours:			1196
Estimated Senior Project Engineer hourly rate:			\$169
Total:			\$202,125