

RESOLUTION R-5519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE TWO DESIGN-BUILD COOPERATIVE AGREEMENTS WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE IMPROVEMENT OF THE I-405/NE 85TH STREET IN-LINE BUS RAPID TRANSIT STATION AND INTERCHANGE.

1 WHEREAS, Interstate-405 (I-405) is a major transportation  
2 corridor that extends through the center of Kirkland and that,  
3 among its other transportation and economic benefits, facilitates  
4 a growing amount of regional transit; and  
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6 WHEREAS, recognizing the increased demand and  
7 congestion that is occurring in the I-405 corridor, the Washington  
8 State Department of Transportation (WSDOT) undertook an  
9 extensive three-year study, including stakeholder participation, to  
10 develop an environmental impact statement in 2002 that became  
11 the basis of the *I-405 Master Plan*; and  
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13 WHEREAS, the voter-approved 2016 Sound Transit 3 (ST3)  
14 funding package includes Bus Rapid Transit (BRT) to serve the I-  
15 405 Corridor from Lynnwood to Burien; and  
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17 WHEREAS, I-405 BRT includes Sound Transit funding for a  
18 new interchange with an in-line BRT station at the I-405/NE 85th  
19 Street Interchange (Interchange); and  
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21 WHEREAS, Sound Transit and WSDOT have agreed that  
22 Sound Transit will fund and WSDOT will design and construct the  
23 Interchange; and  
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25 WHEREAS, the Interchange design concept developed by  
26 WSDOT, Sound Transit and the City creates a valuable new access  
27 point to the region's high-capacity transit network, improving  
28 mobility and access for people traveling between Kirkland,  
29 surrounding communities, and the greater region; and  
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31 WHEREAS, the City has a strong interest in helping ensure  
32 that the Interchange meets both WSDOT and the City goals and  
33 is consistent with the City's policy and design goals; and  
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35 WHEREAS, WSDOT desires to be a cooperative partner  
36 with local governments and has committed to giving affected local  
37 governments an active and meaningful role in the design and  
38 coordination of projects; and  
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40 WHEREAS, because such coordination can create heavy  
41 staffing demands on local government staff, WSDOT is prepared  
42 to fund a dedicated project coordinator and project review staff  
43 to work on behalf of the City in connection with the Interchange;  
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WHEREAS, the City wishes to partner with WSDOT during the design and construction of the Interchange and also wishes to have the services of a dedicated project coordinator funded by WSDOT and working as an advocate of the City; and

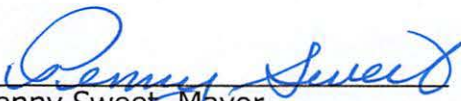
WHEREAS, the means for doing so is for the City to enter into two agreements with WSDOT, one to participate in the design and construction of the Interchange, and the other to designate a project coordinator and project review staff funded by WSDOT but working on behalf of the City;

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

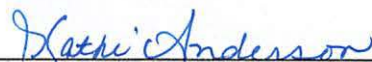
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland two design-build cooperative agreements with WSDOT substantially similar to those attached to this Resolution as Exhibit A and B.

Passed by majority vote of the Kirkland City Council in open meeting this 15 day of February 2022.

Signed in authentication thereof this 15 day of February 2022.

  
\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

  
\_\_\_\_\_  
Kathi Anderson, City Clerk

**GCB 3252**

**DESIGN-BUILD COOPERATIVE AGREEMENT  
For DESIGN and CONSTRUCTION of the  
I-405/NE 85th Street Interchange and Inline Station**

**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 85th Street Interchange and Inline Station 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 and CITY Review Staff. Such scope of work and funding details will be by separate agreement; included in Exhibit G, GCB 3596, 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.
  - 2.3.3 The PARTIES shall be responsible for compliance with the State of Washington COVID-19 Vaccination Requirement Proclamation 21-14.1, dated August 9, 2021, for all services the PARTIES, its employees, agents, consultants, contractors and

subcontractors furnish under for the PROJECT.

- 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 the design-build 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, as provided in the "Contract Schedule", Section 1-08.3 of the PROJECT RFP.
- 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. 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 The PARTIES agree that the PROJECT may include transit agency aesthetic treatments for the elements which are operated and maintained by transit agencies, as included in the PROJECT RFP.
- 4.5 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.
- 4.6 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.
- 4.6.1 The PARTIES agree to meet in a cooperative spirit to review and discuss the CITY proposed change.
- 4.6.2 If WSDOT determines, in its discretion, that 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.
- 4.6.3 If the PARTIES can mutually agree on payment responsibilities, WSDOT will implement the change.
- 4.6.4 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.
- 4.7 WSDOT will provide the CITY with plans for review of any proposed changes to the CITY facilities identified in Sections 4.5 and 4.6 for review. These reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.
- 4.8 WSDOT and the CITY recognize the CITY's desire to potentially include Community Enhancement features into this PROJECT as part of the construction effort. 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.

WSDOT and the CITY acknowledge that any costs, design work, and maintenance responsibility for Community Enhancement features will be borne by the CITY and the Community Enhancement features shall be compatible with Section 4.3, details of which would be included in an amendment to this AGREEMENT.

## **5.0 STORM DRAINAGE**

- 5.1 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.
- 5.2 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 5.1.
- 5.3 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.
- 5.4 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 11.0 of this AGREEMENT.
- 5.5 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 8.0 of this AGREEMENT.
- 5.6 The PARTIES maintenance responsibilities in Sections 5.3 and 5.4 shall continue and remain in effect after the termination of this AGREEMENT.

## **6.0 TRAFFIC OPERATIONS**

- 6.1 WSDOT and WSDOT's DESIGN-BUILDER will coordinate with the CITY to manage traffic flow during construction, as outlined in the PROJECT RFP.



6.2 WSDOT, working with its DESIGN-BUILDER will install, operate and maintain any temporary signalization used during PROJECT construction, as outlined in the PROJECT RFP. The DESIGN-BUILDER, WSDOT and the CITY will work jointly to develop the signal timing plans for any temporary signalization, and WSDOT shall make the final determination on the temporary signalization and timing plans, in its discretion. . The DESIGN-BUILDER and WSDOT will provide the signal timing plans along with any other information, such as access to camera data used to monitor operation of the temporary signals, to the CITY. The CITY will implement any agreed to timing changes at CITY operated signals according to the mutually agreed signal timing plans.

**7.0 TRAFFIC CONTROL AND DETOUR PLAN APPROVAL PROCESS ON CITY STREETS**

7.1 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."

7.2 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..

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

8.1 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.

8.2 The CITY may provide an inspector, at the CITY's expense, 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.

8.2.1 The CITY Inspector shall notify the CITY Project Coordinator and WSDOT's I-405 Project Engineer in writing of any work that does not conform with the PROJECT design-build contract as soon as the non-conforming issue is known. The non-conforming issues shall be resolved by WSDOT to applicable CITY standards, through its DESIGN-BUILDER, and in a manner it determines is in accordance with the PROJECT RFP and addenda, as made part of the design-build contract.

- 8.2.2 The CITY Project Coordinator shall communicate, with WSDOT's DESIGN-BUILDER through WSDOT's I-405 Project Engineer and CITY employees will follow WSDOT DESIGN-BUILDER's protocols when visiting the PROJECT site.
- 8.3 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 after final inspection.
- 8.3.1 WSDOT will provide written notification of completion of work to the CITY. The CITY will provide their acceptance after final inspection in writing within the timeframes and terms described in Section 3.0, for which acceptance shall not be withheld if the work complies with CITY standards within the PROJECT RFP and design-build contract documents. Satisfactory closure of all non-conforming issues and completion of the CITY requested punch list items which do not comply with the PROJECT RFP and design-build contract documents shall provide reasonable basis for CITY approval and acceptance. If the CITY has responded with written reasons why it believes that the work does not comply with CITY standards included in the design-build contract documents, and such work has not been corrected to the satisfaction of the CITY, the CITY reserves the right to escalate the issue to the dispute resolution process outlined in Section 12.0 of this AGREEMENT.
- 8.3.2 The CITY shall apply for a WSDOT 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.
- 8.3.3 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 13.0, INDEMNIFICATION AND HOLD HARMLESS.

## **9.0 PERMITS**

- 9.1 WSDOT, and/or its DESIGN-BUILDER, shall apply for and obtain all necessary permits for work outside WSDOT limited access, which includes the following:
- 9.1.1 Exceptions to the hours for development activity (per Kirkland Zoning Code).
- 9.1.2 Noise Exemption approvals (per Kirkland Zoning Code).

- 9.1.3 Right of way (ROW) 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.
- 9.2 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.
- 9.3 WSDOT and/or its DESIGN-BUILDER will not be required to pay permit fees related to the CITY requested work included in the PROJECT, as agreed to by the PARTIES in Utility Agreement UTB 1409.
- 9.4 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.
- 9.5 The CITY's Project Coordinator will work with WSDOT and/or its DESIGN-BUILDER to process all applications for permits necessary for PROJECT as outlined in Section 9.1 above.
- 9.6 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.
- 9.7 The DESIGN-BUILDER will acquire the ROW use permit. Using the CITY "Public Works Department Improvement Evaluation Packet", the PARTIES estimate the CITY Right of Way Use permit fees for the PROJECT to be Fifty-nine Thousand US Dollars (\$59,000), and that the actual CITY Right of Way Use permit fees will not exceed the maximum amount of Sixty Thousand US Dollars (\$60,000).

## **10.0 MITIGATION SITES**

- 10.1 The PARTIES have worked closely to locate advanced mitigation sites that assured maximum value to the environment, including the use of the WSDOT-owned Happy Valley Mitigation Site.

## **11.0 MAINTENANCE RESPONSIBILITIES**

- 11.1 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.

## **12.0 DISPUTES**

12.1 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:

12.1.1 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.

12.1.2 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.

12.1.3 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 12.2 and 12.3 below.

12.2 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.

12.3 If, after fourteen (14) calendar days of receipt of the written notice described in Section 12.2 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.

## **13.0 INDEMNIFICATION AND HOLD HARMLESS**

13.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, agents, and Sound Transit, 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, agents, and Sound Transit, 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, agents, and Sound Transit, 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.

13.2 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.

13.3 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.

13.4 This indemnification and waiver shall survive the termination of this AGREEMENT.

#### **14.0 AMENDMENT**

14.1 Either PARTY may request modifications to this AGREEMENT.

14.1.1 Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT.

14.1.2 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.

#### **15.0 ALL WRITINGS CONTAINED HEREIN**

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

15.2 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.

#### **16.0 GOVERNANCE**

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

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

## **17.0 EFFECTIVENESS AND DURATION**

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

## **18.0 SEVERABILITY**

18.1 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.

## **19.0 TERMINATION**

19.1 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.

19.2 This AGREEMENT may be terminated for convenience by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.

19.3 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 CITY added work as described in this AGREEMENT.

19.4 Regardless of which PARTY terminates the AGREEMENT, CITY shall be responsible for reimbursing WSDOT for completed CITY added work described in this AGREEMENT 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 of the cost estimate agreed by the PARTIES in writing.

19.5 If the AGREEMENT is terminated by CITY prior to fulfillment of the terms stated herein for CITY added work described in this AGREEMENT:

19.5.1 CITY shall be responsible for costs of non-cancelable obligations, including any redesigning, reengineering or re-estimating, if necessary, to terminate CITY added 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.

19.5.2 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.

- 19.6 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 CITY added 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.
- 19.7 WSDOT's performance under this AGREEMENT is contingent on SOUND TRANSIT's commitment to and the appropriation of sufficient funds to perform the activities contemplated herein. If sufficient funds are not appropriated, WSDOT may terminate this AGREEMENT immediately for lack of appropriation and will notify the CITY in writing.

## **20.0 VENUE**

- 20.1 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 12.0 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 17.4 to 18.9. The primary elements of the PROJECT include the following:

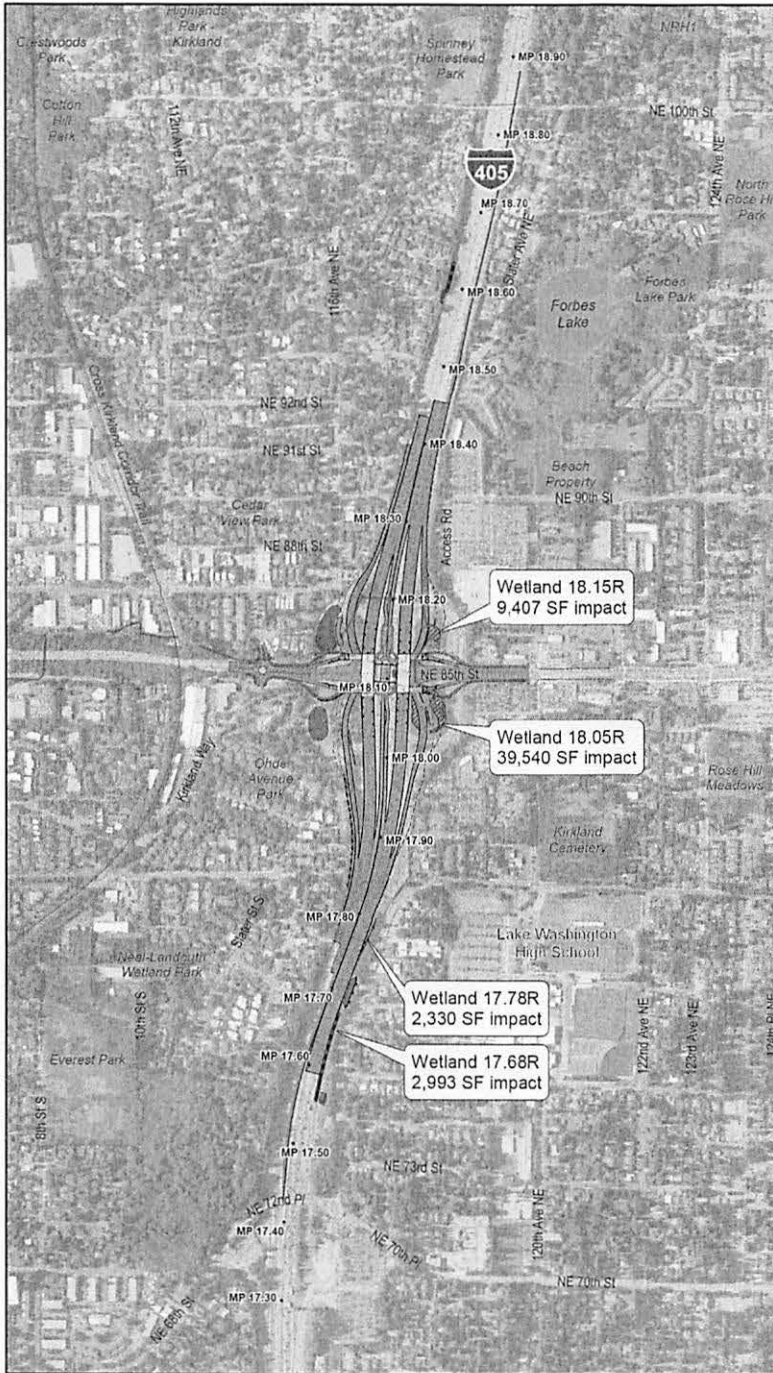
### **I-405/NE 85th Street Interchange and Inline Station**

- Reconstructing the existing cloverleaf interchange at I-405 and NE 85th Street into a new interchange that provides a BRT station
- Improvements to NE 85<sup>th</sup> Street, including reconstruction, widening, and resurfacing, within the PROJECT limits
- Reconstruction of the intersection at NE 85<sup>th</sup> Street and 114<sup>th</sup> Avenue NE/Kirkland Way
- New nonmotorized facilities along NE 85<sup>th</sup> Street, within the PROJECT limits
- A new Pick-Up/Drop-Off (PUDO) facility and nonmotorized connection in the northwest quadrant of the interchange
- New stormwater facilities
- New traffic elements such as signing, illumination, tolling equipment, and intelligent transportation systems
- Address fish barrier on Unnamed Tributary to Everest Creek

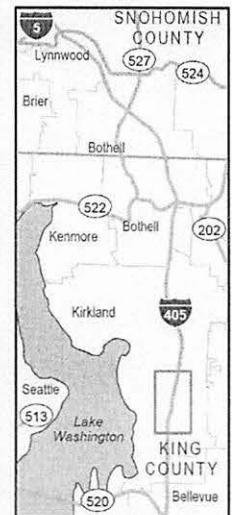
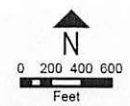
## EXHIBIT B PROJECT OVERVIEW



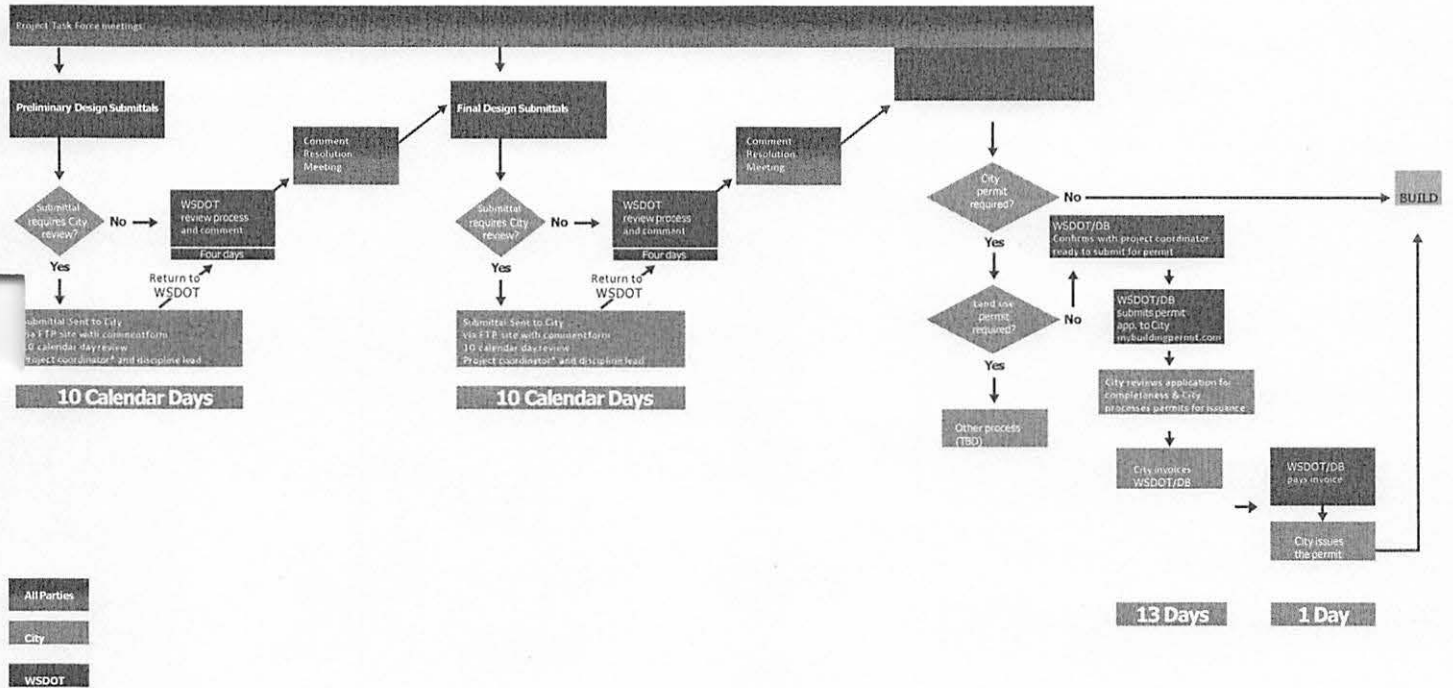
# I-405 NE 85th Street Interchange Conceptual Plan



- Legend**
- Milepost
  - Enclosed Stream
  - Open Channel Stream
  - Waterbody
  - Park
  - Wetland (from Fieldwork)
  - Wetland Buffer (from Fieldwork)
- Proposed Features**
- Cut
  - Fill
  - Retaining Wall
  - Noise Wall
  - Media Filter Drain
  - Biofiltration Swale
  - Detention Pond
  - Pavement



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



- All Parties
- City
- WSDOT

\*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:

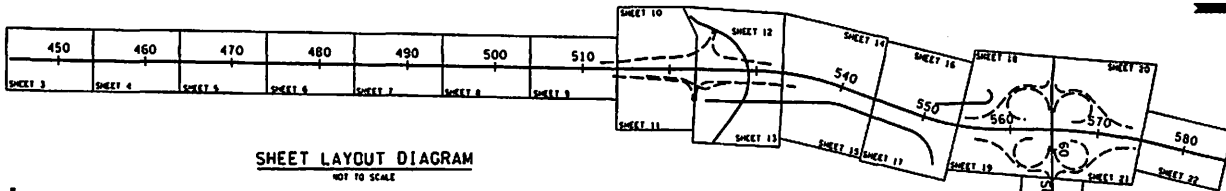
- 1.1. Maintain local access to properties along NE 85<sup>th</sup> Street and other CITY streets related to the PROJECT during construction.
- 1.2. Incorporate CITY preferences for walls, railings, and lighting along NE 85<sup>th</sup> Street consistent with the UDC document.
- 1.3. Maintain a minimum travel lane width of 11 feet along NE 85<sup>th</sup> Street, 114<sup>th</sup> Ave NE, and Kirkland Way in the final configuration.
- 1.4. Construct a new Pick-Up/Drop-Off (PUDO) facility and nonmotorized pathway in the northwest quadrant connecting to the intersection of NE 87<sup>th</sup> Street and 116<sup>th</sup> Ave NE.
  - 1.4.1. The design vehicle of the PUDO shall be the SU30.
- 1.5. Construct nonmotorized pathways on both sides of NE 85<sup>th</sup> Street, from 114<sup>th</sup> Ave NE to 120<sup>th</sup> Ave NE, with a maximum running slope of 5%.
- 1.6. Sidewalks shall be a minimum of 12 feet wide, with the following exceptions as specified in the PROJECT RFP:
  - 1.6.1. Sound Transit BRT station platforms shall be minimum 15 feet wide.
  - 1.6.2. King County Metro bus station platforms on the Middle Level (Level 2) of the interchange shall be minimum 14 feet wide.
  - 1.6.3. Sidewalk shall be minimum 16 feet wide through the loading/unloading curb space of the PUDO.
  - 1.6.4. Sidewalk width of the north-south connections at the Level 2 roundabout shall be a minimum of 8 feet, but maintaining 12 foot wide pathway and 4-foot buffer strip is preferred by the CITY.
- 1.7. All sidewalks shall be buffer separated from the roadway and buffer width shall be a minimum of 4 feet between the sidewalk and the back of curb, except at bus platforms, loading/unloading zone of the PUDO, as specified in the PROJECT RFP:
  - 1.7.1. Buffer width for the north-south connections at the Level 2 roundabout may be reduced to 2 feet between the sidewalk and the back of curb.
  - 1.7.2. As shown in the Conceptual Plans, East of EB85 Line station 30+50:
    - 1.7.2.1. Sidewalk shall be a minimum of 10 feet wide.
    - 1.7.2.2. Buffer width may be reduced to 2 feet.
    - 1.7.2.3. At large sign foundation locations, where construction of a 10-foot sidewalk would require an easement or new right of way acquisition, sidewalk width may be reduced to 8 feet. The maximum length of reduced sidewalk width shall be 6 feet in length measured along sidewalk edge.

- 1.8. Provide Rapid Flashing Beacons for all at-grade, multilane, nonmotorized crossings of NE 85th Street, 114th Ave NE, and Kirkland Way.
- 1.9. Construct a new CITY fiber crossing of I-405 along NE 85th Street.
- 1.10. Close the crosswalk on the east leg of the NE 85th Street and 114th Ave NE intersection.
- 1.11. Include UTB 1409 utility work in the PROJECT RFP.

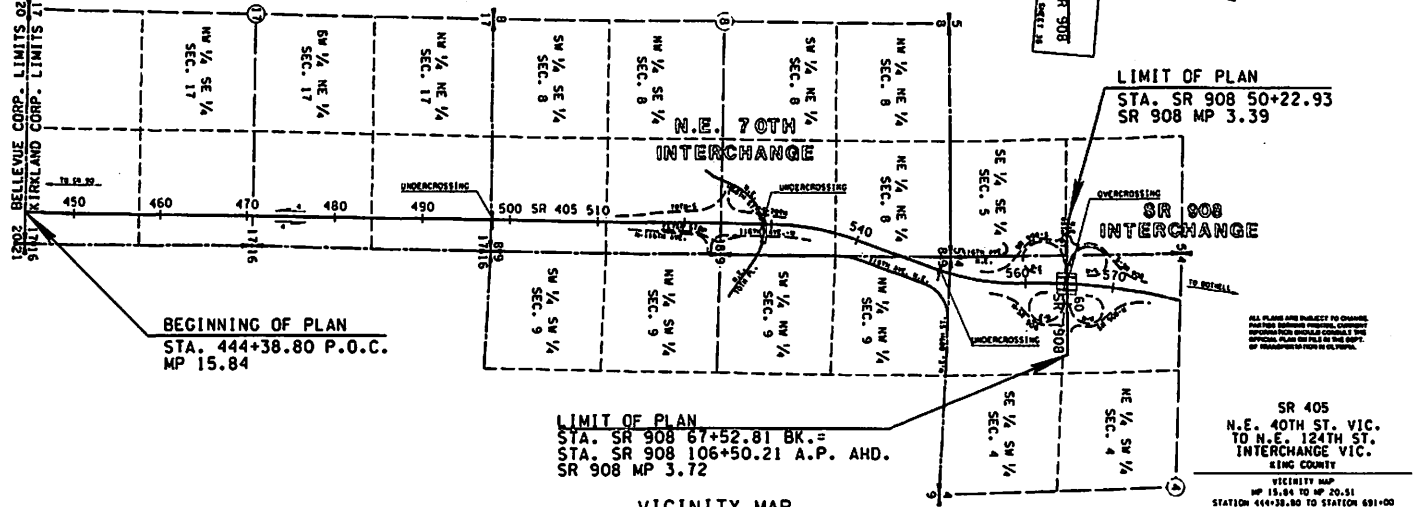
The CITY will:

- 2.1. Reduce the posted speed limit of NE 85th Street to 25 mph within the PROJECT limits.
- 2.2. Design and construct a third eastbound lane along NE 85th Street, from 120th Ave NE to 122nd Ave NE, prior to completion of the PROJECT.
- 2.3. Reimburse WSDOT for the UTB 1409 utility work included in the PROJECT RFP.
- 2.4. Provide WSDOT with copies of all permits, franchises and/or ordinances within the PROJECT limits, for facilities within in 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.
- 2.5. Encourage and enforce Franchise and other Utility permits to the extent possible in support of WSDOT and their DESIGN-BUILDER to construct the proposed improvements as required.
- 2.6. 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.
- 2.7. Provide WSDOT with leases, easements, permits and other necessary agreements for installation and maintenance of sign bridge east of the interchange within CITY right of way.
- 2.8. Coordinate with King County, WSDOT and their DESIGN-BUILDER for the removal of existing and installation of the passenger shelters and appurtenances according to final design of the PROJECT. The CITY will supplement or amend any existing agreements with King County such that construction, operation and maintenance for the King County transit elements within WSDOT right of way will provided for by King County, the CITY or another agency.

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



SHEET LAYOUT DIAGRAM  
NOT TO SCALE



VICINITY MAP  
TOTAL LENGTH OF PLAN = 4.67 MILES

ALL PLANS ARE SUBJECT TO CHANGE  
WITHOUT NOTICE AND WITHOUT LIABILITY  
ON THE PART OF THE ENGINEER OR ARCHITECT.

SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

VICINITY MAP  
MP 15.84 TO MP 20.51  
STATION 444+38.80 TO STATION 691+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

GCR3252 Exhibit F, Page 1 of 13



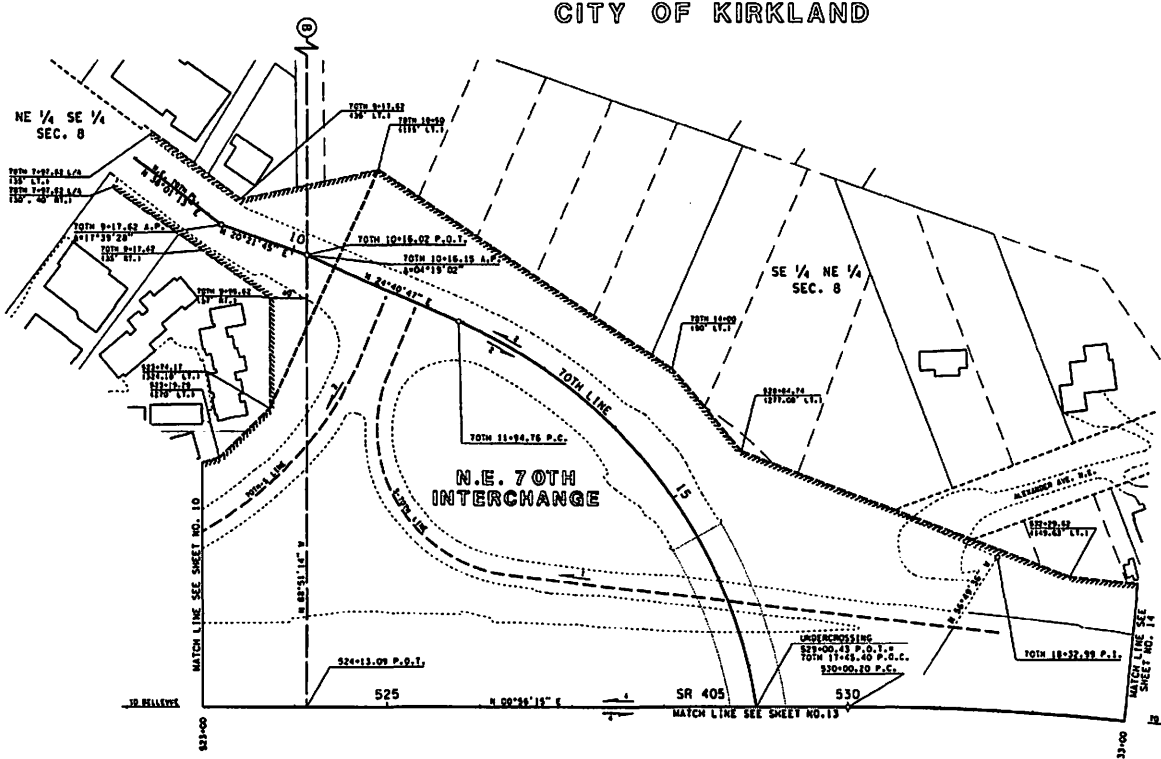
APPROVED AND ADDED: **JUL 28 2001**  
*David M. Jones*  
SEAL OF THE PROFESSIONAL ENGINEER

SHEET 1 OF 11 SHEETS

P.L. STATION	DATE	BY	REVISION	LOCATION
10+00	11/15/00	...	...	...

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

NAME	STATION ON ROADWAY	TYPE
SR 405	10+00	2
SR 405	10+00	2
SR 405	10+00	2



**ACCESS APPROACH SCHEDULE**

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. REQUIREMENTS MAY OR MAY NOT BE SHOWN. PARTIES CONCERNED SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS. PART OF THE PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE FOR CONFORMANCE INFORMATION. CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS. MAIL ADDRESS: SERVICE OFFICE.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE 1248 83+911.

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 2, 2003 AFR 2003090200001.

GENERAL ALIGNMENT AND CANTONMENT TIES SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 405, NORTHMAP INTERCHANGE TO N.E. 140TH ST., DATED APRIL 13, 1991.

**ACCESS NOTES:**

TYPE A APPROACH IS AN OFF AND ON APPROACH TO LEGAL BARRICADE, NOT TO EXCEED 14 FEET IN HEIGHT, FOR SOLE PURPOSE OF SERVING A SINGLE FAMILY RESIDENCE. IT MAY BE INSTALLED BY ANYTIME UNDER FOR SPECIFIED USE AT A POINT SATISFACTORY TO THE STATE AS ON BETWEEN DESIGNATED HIGHWAY STATUSES.

EMERGENCY PERSONNEL SHALL HAVE ACCESS THROUGH A HOLE WILL BE OPEN AT HIGHWAY ENGINEER'S STATION 851+00 (CY 17) EACH DOOR WILL BE KEPT FOR ACCESS TO THE HIGHWAY OUTSIDE THE HOODY AND SHALL REMAIN LOCKED WHEN NOT IN USE.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 17.33 TO MP 17.52  
STATION 825+00 TO STATION 833+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

APPROVED AND ADOPTED **JULY 26, 2004**  
BY **Samuel Hayes**  
CHIEF OF HIGHWAY ENGINEERS

PARCEL NO.	NAME	TOTAL AREA	R/W	L.T. RECHASURER RI.	EASIN'T
...	...	...	...	...	...

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

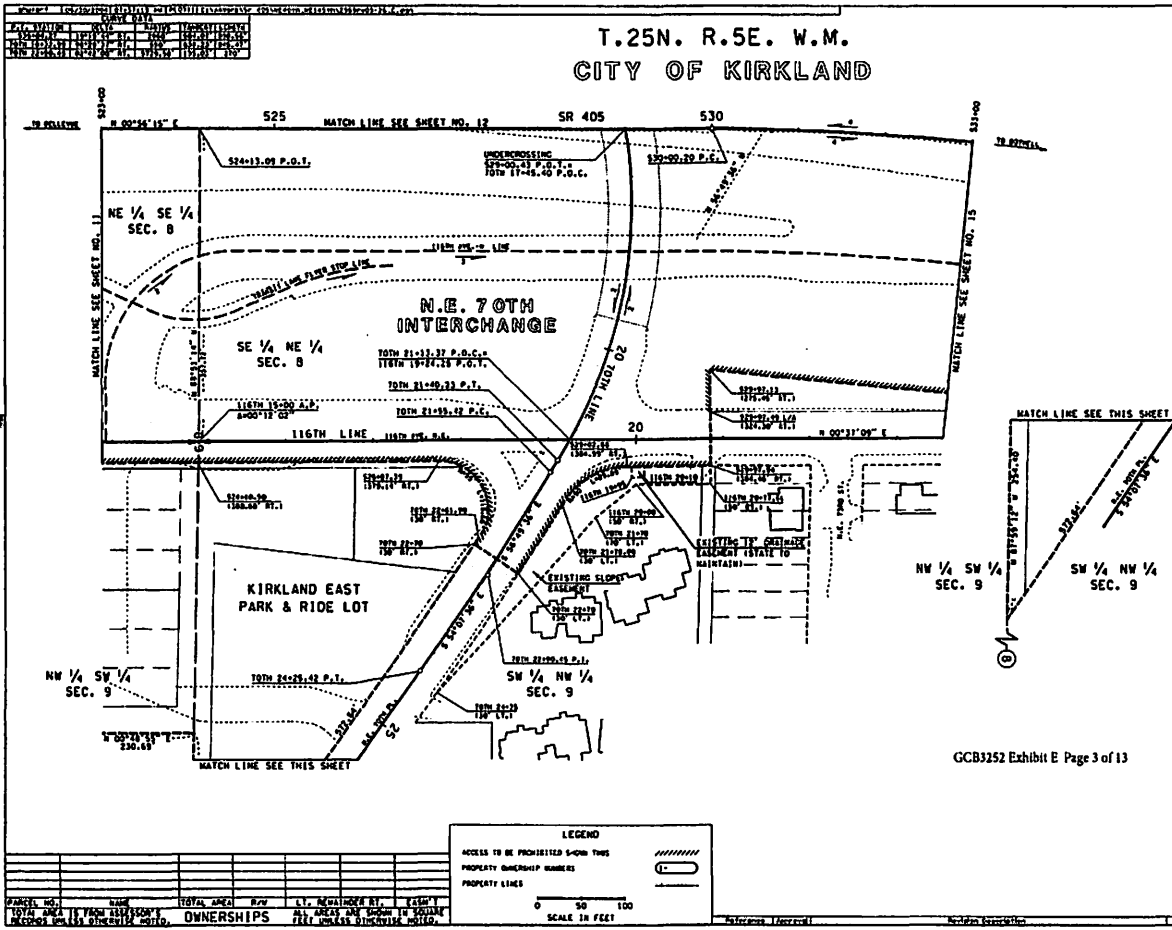
0 50 100  
SCALE IN FEET

GCB3252 Exhibit E Page 2 of 13



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

ROAD APPROACH SCHEDULE		
NAME	STATION ON ROADWAY	TYPE
124TH ST	17+28.81	SC
124TH ST	17+28.81	SC



ALL PLANS ARE SUBJECT TO CHANGE. MATCH LINES SHOW THE QUANTITY APPROXIMATE. THESE APPROXIMATE QUANTITIES ARE NOT TO BE USED FOR THE PURPOSE OF CONTRACTING OR FOR THE PURPOSE OF ESTIMATING.

THE SIZES OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE 1240 83'91".

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 2, 2003 AND 2003020000000.

CENTERLINE ALIGNMENT AND CANTONMENT. THIS SHOWS ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 6 THROUGH 11 OF 13 SHEETS OF SR 405, NORTHWAY INTERCHANGE TO S.L. 124TH ST., DATED APRIL 19, 1997.

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACCURATE BY 1997.

ACCESS NOTES:  
UNLESS ONLY VEHICULAR ACCESS FROM THE PARK AND RIDE LOT AT STA. 83+19 ON R1, AND USE OF THE BUS TOMBED VEH. STOP. SIGN ON ST. PEDESTRIAN ACCESS TO THE FLIGHT STOP VEH. STOP. SIGN ON ST. VEH. BE PERMITTED VIA PEDESTRIAN BALCONY AS PROVIDED.

TYPE C APPROACH IS AN OFF AND ON APPROACH IN LEAD BALCONY FOR SPECIAL PURPOSE AND NEEDS TO BE ACCESSED. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT AN INTERSECTION WITHIN THE BALCONY.

NOTE: THIS APPROACH IS TO BE USED TO MAINTAIN MORE THAN ONE OTHER UTILITY.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
HP 17.23 TO HP 17.23  
STATION 83+00 TO STATION 83+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



APPROVED AND ACCEPTED  
JULY 26, 2004  
STATE OF WASH. ENGINEER

**LEGEND**

ACCESSES TO BE PROHIBITED 5-00m THIS

PROPERTY OWNERSHIP NAMES

PROPERTY LINES

0 50 100  
SCALE IN FEET

PARCEL NO.	OWNER	TOTAL ACRES	R/W	L.V. NUMBER BY	ACRES
<b>OWNERSHIPS</b>					
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.					

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



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPERTY SURVEY ORIGIN MAY NOT HAVE BEEN ACCURATE. ENGINEERING WORK OR NOT BE SHOWN. PARTS SECOND CLASSMENT PLAN INFORMATION SHOULD COME FROM THE DEPARTMENT OF TRANSPORTATION. HEADQUARTERS DIVISION OF ROAD PLANS OFFICE FOR THE OFFICIAL PLAN OR FILE FOR ENCUMBRANCE INFORMATION CONTACT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE ROAD 834911.

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORDS OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDS SEPTEMBER 7, 2005 AND 200309080800000.

VERTICAL ALIGNMENT AND CASUALTY FEES SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 405, NORTHUP INTERCHANGE TO N.E. 140TH ST., DATED APRIL 17, 1991.

ACCESS NOTE:  
EMBROIDERY PERSONNEL SHALL HAVE ACCESS THROUGH HOIST WALL DOOR LOCATED AT HIGHWAY ENGINEER'S STATION 534+07.73. SUCH DOOR SHALL BE USED FOR ACCESS TO FIRE HYDRANTS OUTSIDE THE HOIST WALL AND SHALL REMAIN CLOSED WHEN NOT IN USE.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 17.52 TO MP 17.73  
STATION 533+00 TO STATION 544+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



APPROVED AND ADDED  
JULY 30, 2004  
*Richard B. Peterson*  
RIGHT OF WAY PLANS ENGINEER

DATE SHEET 14 OF 13 SHEETS  
United States Constitution for Washington Principles and Order Number and No. 1001  
D-3 426-7423

GCB3252 Exhibit E Page 4 of 13

**LEGEND**  
ACCESS TO BE PROHIBITED SHOWN THIS  
PROPERTY OWNERSHIP NUMBERS  
PROPERTY LINES

*(Symbol for Access to be Prohibited)*  
*(Symbol for Property Ownership Numbers)*  
*(Symbol for Property Lines)*

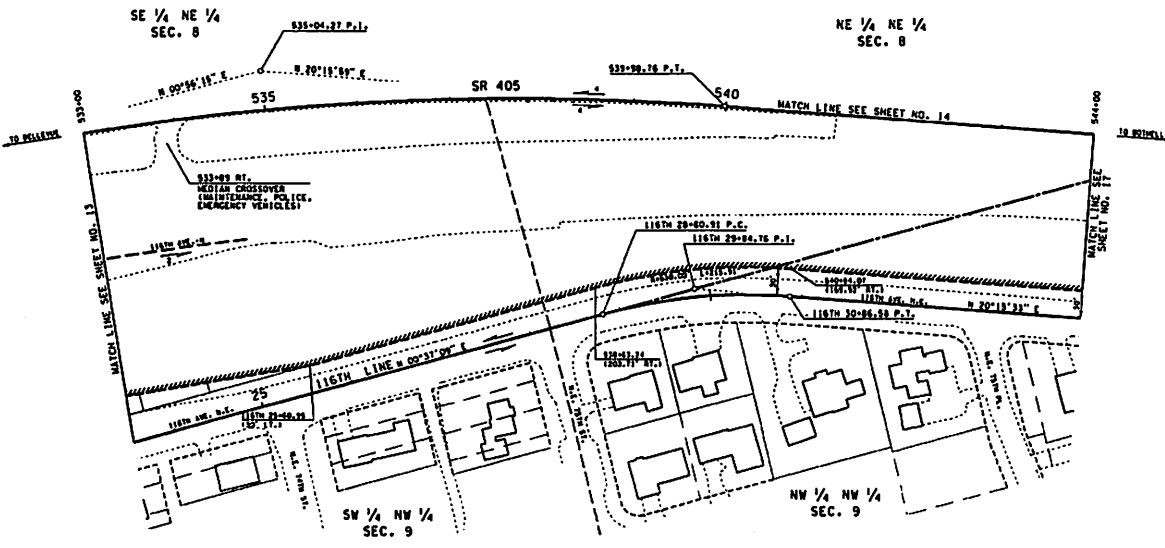
PARCEL NO.	NAME	TOTAL AREA	R/W	L.I. REGISTERED BY	CASH'S

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED. OWNERSHIPS  
ALL AREAS ARE SHOWN IN SOCIAL FILE UNLESS OTHERWISE NOTED.

Drawer V092 Sequence 05

DATE	BY	REVISION
11/12/2011	11/12/2011	11/12/2011
11/12/2011	11/12/2011	11/12/2011
11/12/2011	11/12/2011	11/12/2011

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



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

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/11).

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORDS OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 2, 2003 A/P 10030001000007.

CENTERLINE ALIGNMENT AND CADASTRAL TIES SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 405, INTERCHANGE INTERCHANGE TO N.E. 124TH ST., DATED APRIL 12, 1987.

ACCESS NOTE:  
EMERGENCY PERSONNEL SHALL HAVE ACCESS THROUGH HOSE WALL DOOR LOCATED AT NEARBY ENGINEER'S STATION 804-28 (SEE #1). PLAN ROOM WILL BE USED FOR ACCESS TO FIRE HYDRANTS SURFACE THE VICINITY AND SHALL REMAIN LOCKED WHEN NOT IN USE.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 11.52 TO MP 17.73  
STATION 533+00 TO STATION 544+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
S. P. 1016, WASH/1670



APPROVED AND ADDED JULY 30, 2004  
SIGNED BY: [Signature]  
TITLE: CHIEF OF WAY PLANS ENGINEER

GCB3252 Exhibit E Page 5 of 13

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

0 50 100  
SCALE IN FEET

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER BY	CLASS
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.					
OWNERSHIPS					

Drawer V092 Sequence 05

DATE: 11/27/2013 11:11:12 AM  
 P.L. STATION: 544+00.00  
 CHECK DATA: 11/27/2013 11:11:12 AM

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



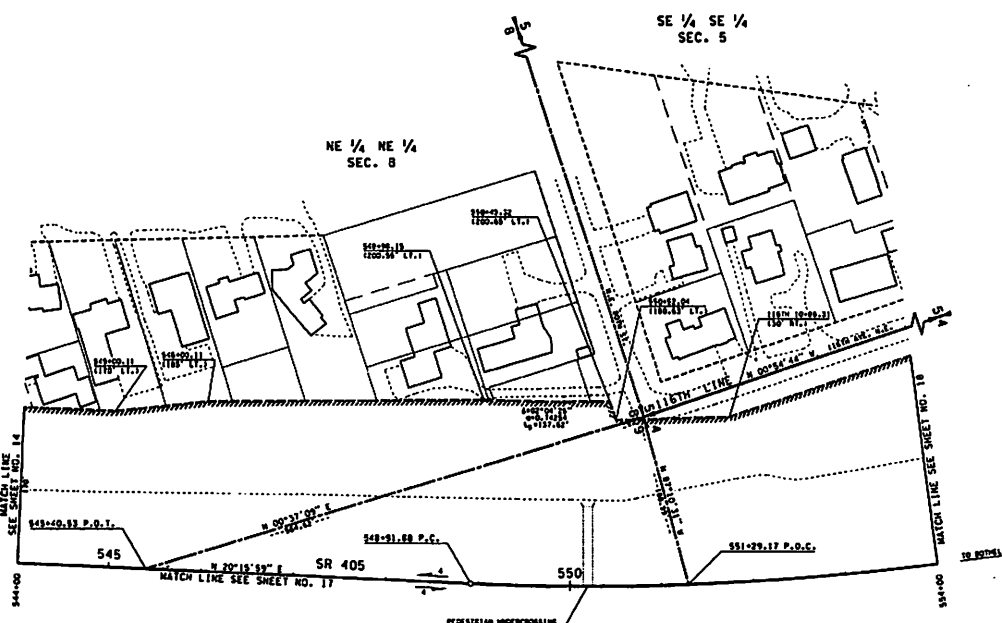
ALL PLANS ARE SUBJECT TO CHANGE.  
 OWNERSHIP SHOULD BE VERIFIED BEFORE  
 PROPERTY RIGHTS SHOWN MAY NOT HAVE  
 BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY  
 NOT BE SHOWN. PARTIES RECORDING CURRENT  
 PLANS SHOULD CONSULT THE  
 DEPARTMENT OF TRANSPORTATION  
 HEADQUARTERS DEPT. OF HIGHWAYS OFFICE  
 FOR THE OFFICIAL PLAN ON FILE FOR  
 CHANGING INFORMATION. CONSULT THE  
 DEPARTMENT OF TRANSPORTATION  
 HEADQUARTERS REAL ESTATE SERVICES  
 OFFICE.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED  
 FROM WASHINGTON STATE PLANE COORDINATE SYSTEM,  
 NORTH ZONE 12AD 83(21).

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY  
 INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE  
 DEPARTMENT OF TRANSPORTATION  
 RECORDS REFERENCE TO FOOD AND DRUGS ADMINISTRATION.

CENTERLINE ALIGNMENT AND CASTERAL TIES SHOWN ON THIS  
 PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED  
 SURVEY.

THIS PLAN REPLACES SHEETS 4 THROUGH 11 OF 13 SHEETS  
 OF SR 405, NORTH/UP INTERCHANGE TO N.E. 140TH ST.,  
 DATED APRIL 11, 1967.




ACCESS NOTES:  
 PREVENTED TRAFFIC WILL BE ALLOWED ACROSS THE HIGHWAY  
 RESTRICTION STRUCTURE AT STA. 550+00.

EMERGENCY PERSONNEL SHALL HAVE ACCESS THROUGH A HOIST HULL  
 DOOR AT HOISTWAY ENCLOSURE STATION 548+00 (170' L.T.S.) EACH DOOR  
 WILL BE KEPT FOR ACCESS TO THE HOISTWAYS OUTSIDE THE HOIST  
 ROOM AND SHALL REMAIN LOCKED WHEN IN USE.





SR 405  
 N.E. 40TH ST. VIC.  
 TO N.E. 124TH ST.  
 INTERCHANGE VIC.  
 KING COUNTY


RIGHT OF WAY AND LIMITED ACCESS PLAN  
 FULL CONTROL  
 MP 17.73 TO MP 17.82  
 STATION 544+00 TO STATION 554+00  
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 OLYMPIA, WASHINGTON

APPROVED AND ADDED MAY 16, 2004  
  
 ENGINEER  
 CITY OF WAY PLANNING ENGINEER

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THUS 

PROPERTY OWNERSHIP NUMBERS 

PROPERTY LINES 

0 50 100  
 SCALE IN FEET

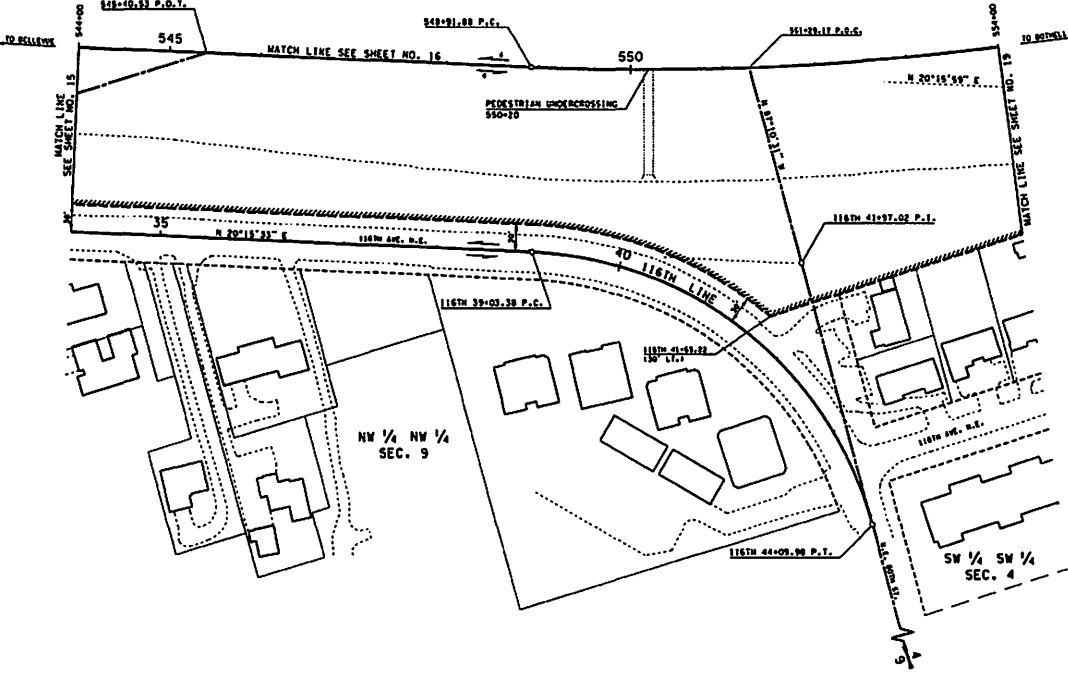
PARCEL NO.	NAME	TOTAL AREA	R/W	N.T. REMAINDER A.C.	ES&M
TOTAL AREA IS FROM REVISION'S RECORDS UNLESS OTHERWISE NOTED.					
OWNERSHIPS					
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.					

DATE	BY	REVISION
11/10/11	...	...
11/10/11	...	...
11/10/11	...	...

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

NAME	STATION ON ROADWAY	TYPE
45. JUL 25, 97	554+00 ST.	21

NE 1/4 NE 1/4  
SEC. 8



NW 1/4 NW 1/4  
SEC. 9

SW 1/4 SW 1/4  
SEC. 4

ALL PLANS ARE SUBJECT TO CHANGE...  
THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE 18AD 82(911).  
THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 1, 2003 AFR 2003090200007.  
CENTERLINE ALIGNMENT AND CASUALTY TIES SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.  
THIS PLAN SUPERSEDES SHEETS 4 THROUGH 12 OF 13 SHEETS OF SR 405, NORTHWARD INTERCHANGE TO N.E. 140TH ST., DATED APRIL 12, 1997.

ACCESS NOTES:  
NO. 21: THE PRIVILEGE OF SERVICING THE UTILITY LOCATED WITHIN THE RIGHT OF WAY WILL BE PERMITTED TO THE UTILITY SPECIFIED, SUBJECT TO THE CONDITIONS OF THE FRANCHISE OR PERMIT SPECIFIED.  
NO. 2: PEDESTRIAN TRAFFIC WILL BE ALLOWED ACROSS THE RIGHT OF WAY STRUCTURE AT STA. 554+00.  
EMERGENCY PERSONNEL SHALL HAVE ACCESS THROUGH A HOSE WALL DOOR AT INTERSECTION STATION 547+00 (EAST END) AND 554+00 (WEST END) TO THE HOSE WALL. ACCESS TO THE HOSE WALL SHALL BE THROUGH THE HOSE WALL DOOR AND SHALL REMAIN LOCKED WHEN NOT IN USE.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 17.13 TO MP 17.82  
STATION 544+00 TO STATION 554+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED JULY 25, 2004  
REG. OF WAY PLANS ENGINEER

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

0 50 100  
SCALE IN FEET

GCB3252 Exhibit E Page 7 of 13

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	ESIM
TOTAL AREA IS FROM ASSUMED'S RECORDS UNLESS OTHERWISE NOTED.					
OWNERSHIPS					
ALL DEETS ARE SHOWN IN EXACTIVE FEET UNLESS OTHERWISE NOTED.					

Drawer V092 Sequence 05

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

**LIMIT OF PLAN**  
STA. SR 908 50+22.93 P.O.T.  
SR 908 MP 3.39

NO.	DATE	DESCRIPTION
1	11/15/04	ISSUED FOR PERMIT
2	11/15/04	ISSUED FOR PERMIT
3	11/15/04	ISSUED FOR PERMIT
4	11/15/04	ISSUED FOR PERMIT
5	11/15/04	ISSUED FOR PERMIT
6	11/15/04	ISSUED FOR PERMIT
7	11/15/04	ISSUED FOR PERMIT
8	11/15/04	ISSUED FOR PERMIT
9	11/15/04	ISSUED FOR PERMIT
10	11/15/04	ISSUED FOR PERMIT

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE GRAD 83(11).  
THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 7, 2002 A/S 2002090700007.  
CERTAIN THE ALIGNMENT AND CANTONMENT LINES SHOWN ON THIS PLAN NOT SUPERSEDED EXCEPT BY THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 908, WORKSHOP INTERCHANGE TO N.E. 140TH ST., DATED APRIL 17, 1967.

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN RECEIVED BY FIELD.

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES RECEIVING FINANCIAL ASSISTANCE FROM FEDERAL GOVERNMENT SHOULD CONSULT THE OFFICIAL PLAN OF TITLE IN THE OFFICE OF TRANSPORTATION IN OLYMPIA.



**SR 405**  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

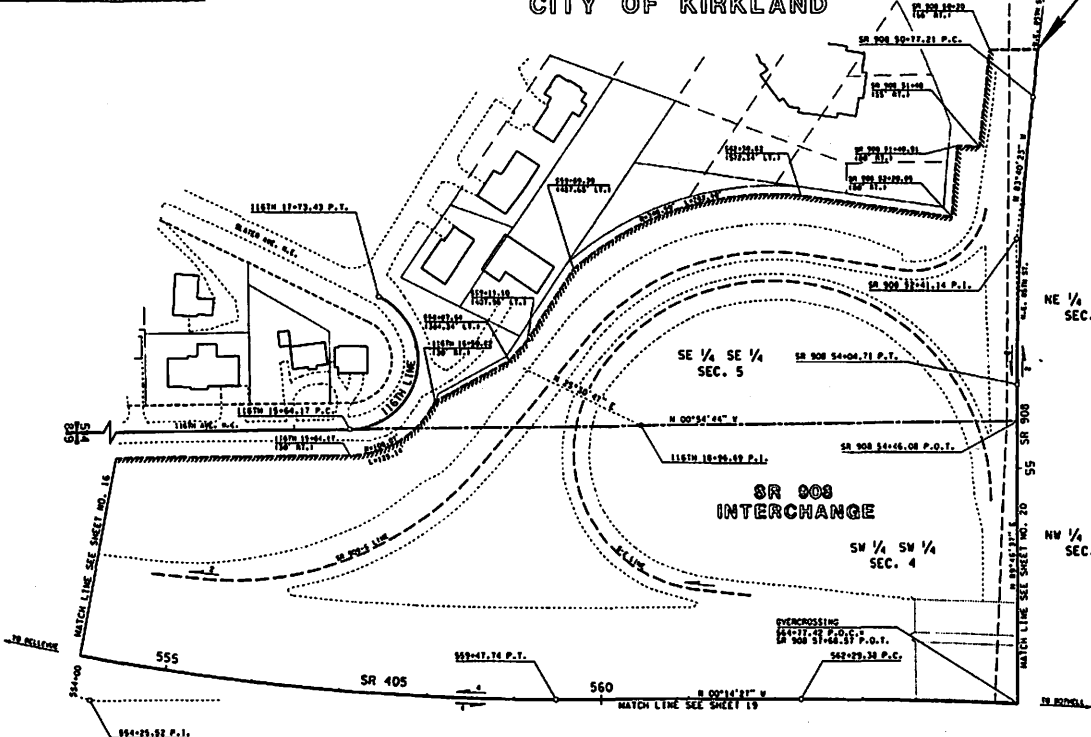
RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 37.92 TO MP 38.32  
STATION 564+00 TO STATION 564+72.42  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



APPROVED AND ISSUED JULY 30, 2004

STUDY OF WAY PLANS ENGINEER

SHEET 18 OF 26 SHEETS



**LEGEND**

ACCESS TO BE PROHIBITED SHOW THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

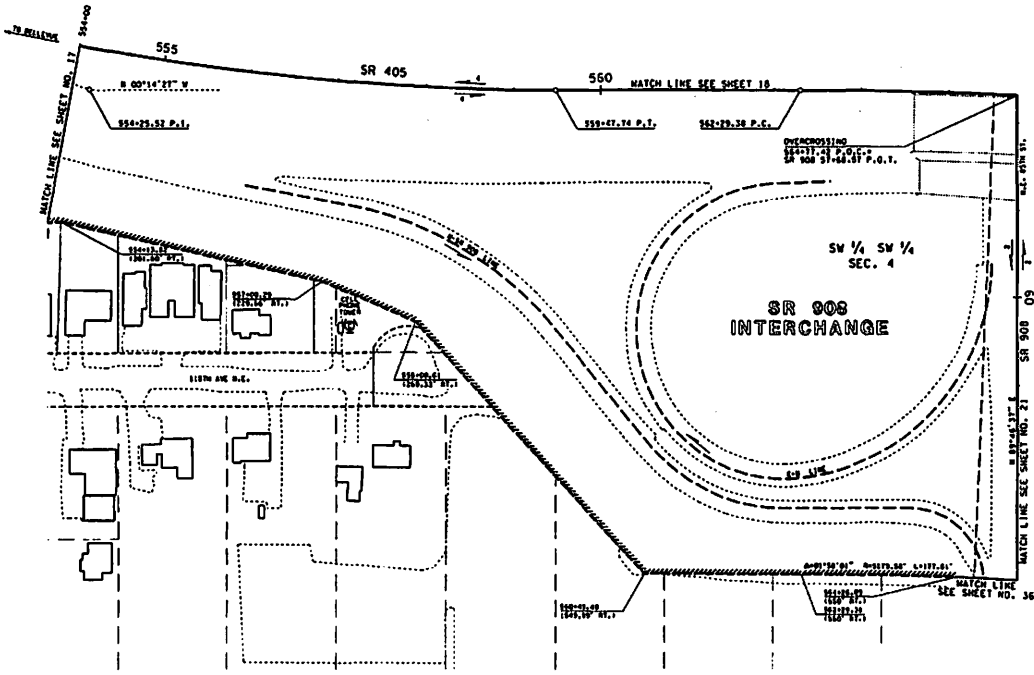
SCALE IN FEET

0 50 100

NO.	DATE	DESCRIPTION
1	11/15/04	ISSUED FOR PERMIT
2	11/15/04	ISSUED FOR PERMIT
3	11/15/04	ISSUED FOR PERMIT
4	11/15/04	ISSUED FOR PERMIT
5	11/15/04	ISSUED FOR PERMIT
6	11/15/04	ISSUED FOR PERMIT
7	11/15/04	ISSUED FOR PERMIT
8	11/15/04	ISSUED FOR PERMIT
9	11/15/04	ISSUED FOR PERMIT
10	11/15/04	ISSUED FOR PERMIT

GCB3252 Exhibit E Page 8 of 13

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



THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83).

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORD REFERENCE 2, 2003 AFA 00000000000000000000.

CENTERLINE ALIGNMENT AND EXISTING EASE SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 905, NORTHEAST INTERCHANGE TO N.E. 124TH ST., DATED APRIL 12, 2001.

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY YOU.

ALL PLANS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PROPERTY OWNERS SHOULD VERIFY THE ORIGINAL RECORDS IN THE OFFICE OF THE COUNTY CLERK OF KING COUNTY.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FILED CORNER  
MP 17.52 TO MP 18.12  
STATION 554+00 TO STATION 564+77.42  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

GCB3252 Exhibit E Page 9 of 13



APPROVED AND ADDED JUL 29, 2004  
RECEIVED BY  
CITY OF KIRKLAND ENGINEER

SHEET 19 OF 23 SHEETS

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP BUNDLES

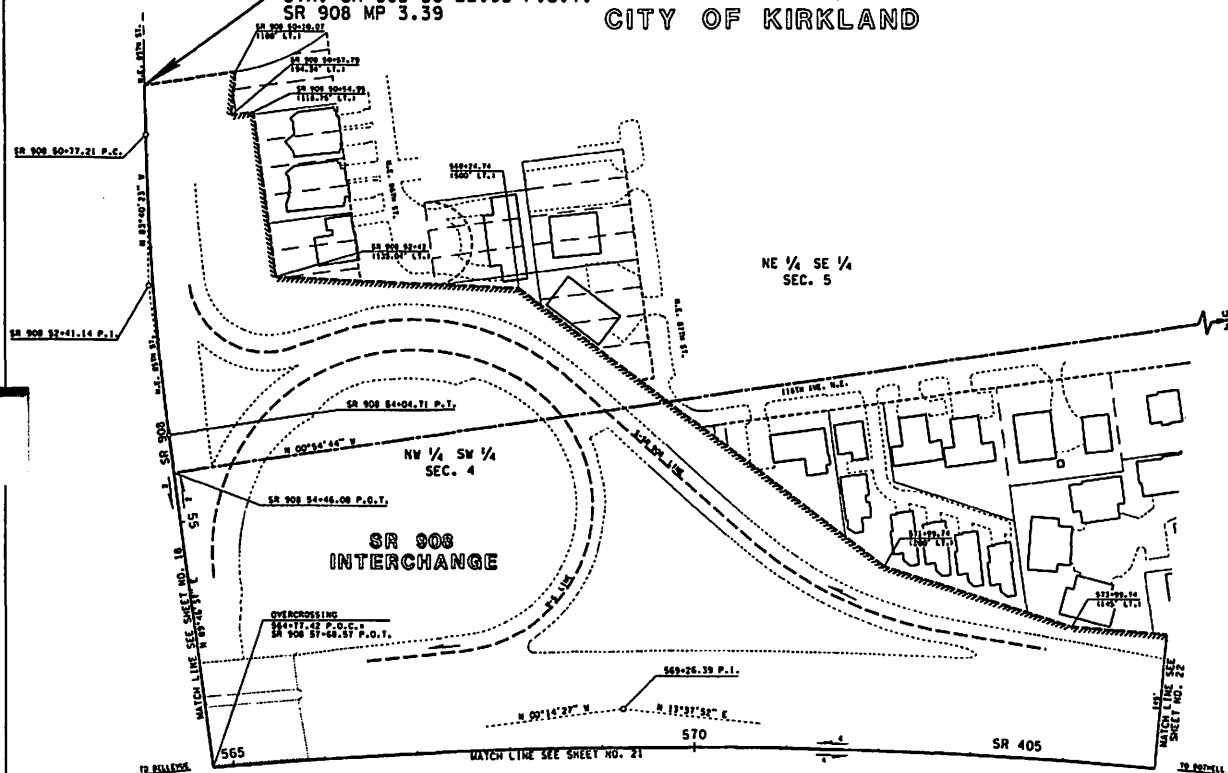
PROPERTY LINES

0 50 100  
SCALE 50 FEET

PARCEL NO.	OWNER	TOTAL AREA	R/W	L.I. BEYONDER BY	EASES
TOTAL AREA IS FROM ASSUMED OWNERSHIP UNLESS OTHERWISE NOTED.					

LIMIT OF PLAN  
 STA. SR 908 50+22.93 P.O.T.  
 SR 908 MP 3.39

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



ALL PLANS ARE SUBJECT TO CHANGE  
 OWNERSHIP BEING BY RECORDS PREPARED  
 PROPERTY RIGHTS SHOWN MAY NOT HAVE  
 BEEN ACQUIRED ENCUMBRANCES MAY OR MAY  
 NOT BE SHOWN UNLESS SHOWN CURRENT  
 PLAN INFORMATION SHOULD CONSULT THE  
 DEPARTMENT OF TRANSPORTATION  
 HEADQUARTERS FIRST OF MAY PLANS OFFICE  
 FOR THE OFFICIAL PLAN ON FILE FOR  
 ENCUMBRANCE INFORMATION CONSULT THE  
 DEPARTMENT OF TRANSPORTATION  
 HEADQUARTERS REAL ESTATE SERVICES  
 OFFICE

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED  
 FROM WASHINGTON STATE PLANE COORDINATE SYSTEM,  
 NAD 83 ZONE 10A0 824511.

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY  
 INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE  
 DEPARTMENT OF TRANSPORTATION  
 RECORDED SEPTEMBER 2, 2003 A/PN 20030902000001.

CENTERLINE ALIGNMENT AND CANTONMENT LINES SHOWN ON THIS  
 PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED  
 SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS  
 OF SR 405, NORTHROP INTERCHANGE TO N.E. 140TH ST.,  
 DATED APRIL 12, 1997.

ACCESS NOTE:  
 EXISTING PROPOSED ACCESS SHALL BE THROUGH HOSE HOLE  
 BOOM LOCATED AT IMPROVED ENGINEER'S STATION 57+00 (ST. 13).  
 SIGN BOOM SHALL BE USED FOR ACCESS TO THE PROPERTY OUTSIDE  
 THE HOSE HOLE AND SHALL REMAIN LOCKED WHEN NOT IN USE.



SR 405  
 N.E. 40TH ST. VIC.  
 TO N.E. 124TH ST.  
 INTERCHANGE VIC.  
 KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
 FULL CONTROL  
 MP 18.12 TO MP 18.31  
 STATION 564+77.42 TO STATION 575+00  
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 OLYMPIA, WASHINGTON



APPROVED AND ADDED JULY 16, 2004  
 [Signature]  
 REGISTERED PROFESSIONAL ENGINEER

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THIS  
 PROPERTY OWNERSHIP NUMBERS  
 PROPERTY LINES

0 50 100  
 SCALE IN FEET

GCB3252 Exhibit E Page 10 of 13

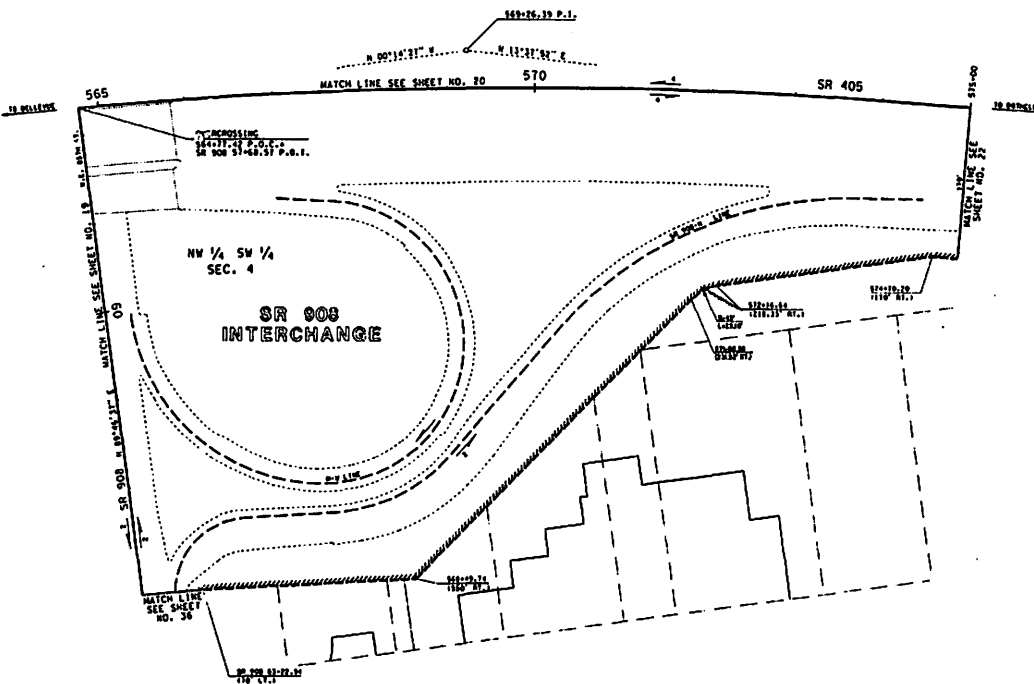
PARCEL NO.	HOW	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMENT
TOTAL AREA IS FROM ASSessor'S RECORDS UNLESS OTHERWISE NOTED. OWNERSHIPS ARE SHOWN IN GREEN FREE UNLESS OTHERWISE NOTED.					

Drawer V092 Sequence 05

DATE SHEET 10 OF 35 SHEETS  
 [Signature]  
 REGISTERED PROFESSIONAL ENGINEER



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



THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE 4840 83°11'.

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 2, 2003 AS A RECORDATION.

CENTERLINE ALIGNMENT AND CANTONING TIES SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 405 NORTH-SOUTH INTERCHANGE TO N.E. 140TH ST., DATED APRIL 12, 1987.

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY 2007.

ALL PLANS ARE SUBJECT TO CHANGE. THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS PLAN.



SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 18.12 TO MP 18.31  
STATION 564+77.42 TO STATION 575+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



APPROVED AND ADDED JULY 30, 2004  
[Signature]  
RIGHT OF WAY PLANS ENGINEER

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THIS [Symbol]

PROPERTY OWNERSHIP NUMBERS [Symbol]

PROPERTY LINES [Symbol]

SCALE IN FEET  
0 50 100

PARCEL NO.	NAME	TOTAL AREA	R/W	L.I. REMAINDER RT.	CASH
TOTAL AREA IS FROM 2004 SURVEY					
RECORD UNDER OTHERS' CONTROL					
OWNERSHIPS					
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.					

GCB3252 Exhibit E Page 11 of 13

SAV/vee

PLANNING SECTION  
 T.25N. R.5E. W.M.  
 CITY OF KIRKLAND

### T.25N. R.5E. W.M. CITY OF KIRKLAND



ALL PLANS ARE SUBJECT TO CHANGE.  
 OWNERSHIP SHOULD BE THOROUGHLY CHECKED.  
 PROPERTY RIGHTS SHOWN MAY NOT HAVE  
 BEEN ACCURATELY RECORDED AND MAY NOT  
 BE SUBJECT TO DISPUTE. RECORDS SHOULD BE  
 CHECKED AT THE COUNTY CLERK'S OFFICE.  
 THE DEPARTMENT OF TRANSPORTATION  
 HEADQUARTERS BEING 707 PLANE OFFICE  
 FOR THE OFFICIAL PLAN ON FILE FOR  
 RECORDATION INFORMATION CONSULT THE  
 DEPARTMENT OF TRANSPORTATION  
 RECORDATION REAL ESTATE SERVICES  
 OFFICE


THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED  
 FROM WASHINGTON STATE PLANE COORDINATE SYSTEM,  
 NORTH ZONE 12ND ED./911.

THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY  
 INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE  
 DEPARTMENT OF TRANSPORTATION  
 RECORDS SEPTEMBER 3, 2003 #W 2023020900007.

CENTRAL ALIGNMENT AND SUBSTANTIAL TIES SHOWN ON THIS  
 PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED  
 SURVEY.

THIS PLAN SUCCEEDS SHEETS 4 THROUGH 11 OF 15 SHEETS  
 OF SR 405 NORTHWARD INTERCHANGE TO N.E. 140TH ST.,  
 DATED APRIL 12, 1994.

EMERGENCY PERSONNEL SHALL HAVE ACCESS THROUGH HOME WALL  
 ROOMS LOCATED AT HANNAH DRIVE/STATION 588+40 (P.L.#)  
 STATION 585+40 (P.L.#) AND STATION 584+00 (P.L.#) SUCH ACCESS  
 WILL BE USED FOR ACCESS TO THE PREMISES OUTSIDE THE VESTIBUL  
 AND SHALL REMAIN LOCKED WHEN NOT IN USE.

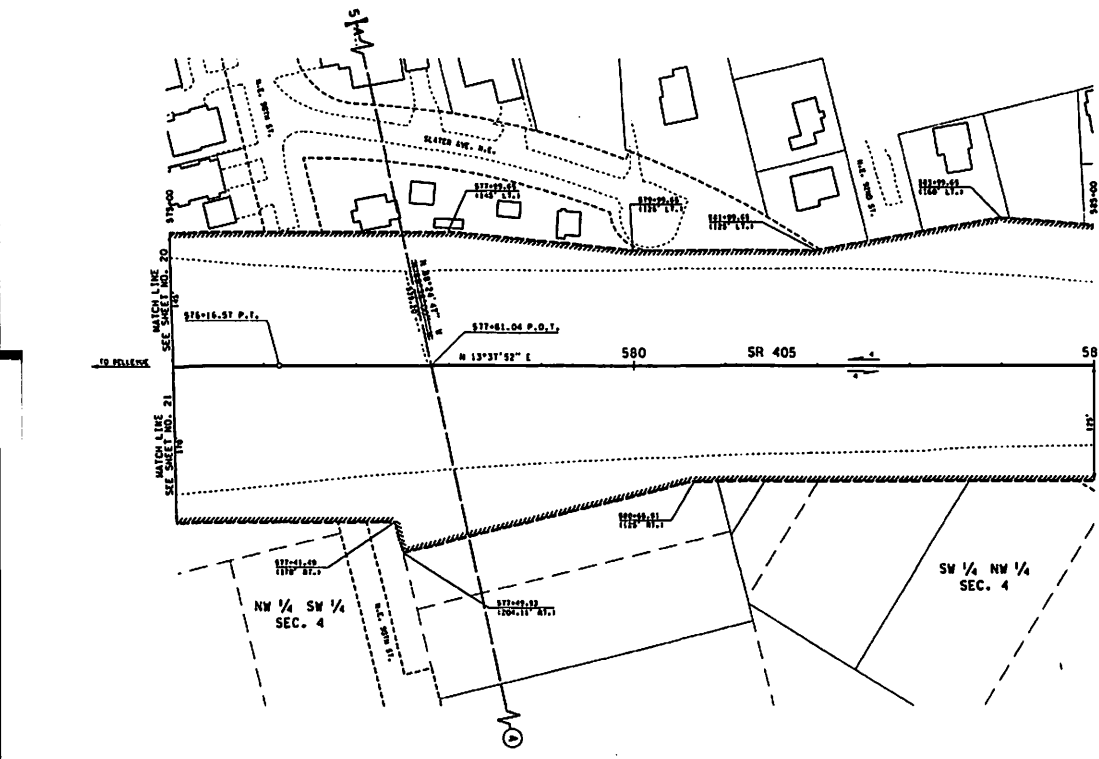


SR 405  
 N.E. 40TH ST. VIC.  
 TO N.E. 124TH ST.  
 INTERCHANGE VIC.  
 KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
 FULL CONTROL  
 MP 18.31 TO MP 18.50  
 STATION 575+00 TO STATION 585+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 OLYMPIA, WASHINGTON

APPROVED AND SET FOR JULY 26, 2004  
 David W. Johnson  
 CIVIL ENGINEER  
 SIGNIFY BY PLAN ENGINEER



**LEGEND**  
 ACCESS TO BE PROHIBITED SHOWN THIS  
 PROPERTY OWNERSHIP NUMBERS  
 PROPERTY LINES

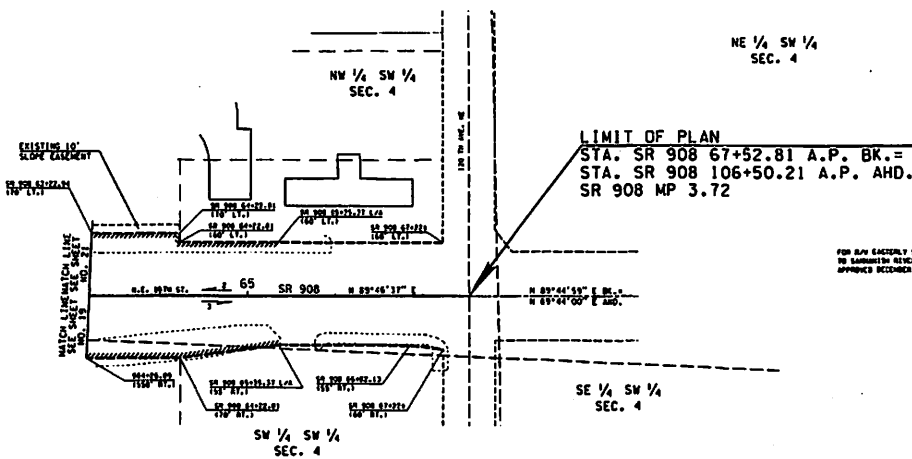
0 50 100  
 SCALE IN FEET

PARCEL NO.	NAME	TOTAL AREA	R/W	L.S. BEGAIN/STOP	E.S.M.
<b>OWNERSHIPS</b>					
TOTAL AREA IS FROM REVISIONS AND RECORDS UNLESS OTHERWISE NOTED.					

GCB3252 Exhibit E Page 12 of 13

T.25N. R.5E. W.M.

CITY OF KIRKLAND



NE 1/4 SW 1/4  
SEC. 4

**LIMIT OF PLAN**  
STA. SR 908 67+52.81 A.P. BK. =  
STA. SR 908 106+50.21 A.P. AHD.  
SR 908 MP 3.72

FOR SR 908 SEE SR 908, 120TH AVE. S.E.,  
IN SHERMAN RECD., SHEET 2 OF 5 SHEETS,  
APPROVED DECEMBER 12, 1966.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM UNADJUSTED STATE PLANE COORDINATE SYSTEM, NORTH ZONE 14ND 83/111.


THE DISTANCES SHOWN ARE GROUND MEASUREMENTS. FOR SURVEY INFORMATION SEE RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 2, 2003 AFD 0483902000007.

CERTAIN THE ALIGNMENT AND CADASTRAL TIES SHOWN ON THIS PLAN MAY DIFFER SLIGHTLY FROM THE ABOVE REFERENCED SURVEY.

THIS PLAN SUPERSEDES SHEETS 4 THROUGH 11 OF 13 SHEETS OF SR 908, INTERCHANGE TO S.E. 140TH ST., DATED APRIL 12, 1997.

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN RECORDED BY OWNER.

ALL PLANS ARE SUBJECT TO CHANGE.  
UNLESS OTHERWISE SPECIFICALLY NOTED,  
REVISIONS SHOULD BE MADE TO THE  
OFFICIAL PLAN ON FILE IN THE OFFICE  
OF TRANSPORTATION IN OLYMPIA.





SR 405  
N.E. 40TH ST. VIC.  
TO N.E. 124TH ST.  
INTERCHANGE VIC.  
KING COUNTY


RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTRACT  
SR 908 MP 3.63 TO SR 908 MP 3.72  
STATION SR 908 63+294 TO STATION SR 908 67+92.16  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

GCB3252 Exhibit E Page 13 of 13

**LEGEND**


ACCESS TO BE PROHIBITED SHOWN THIS 

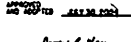
PROPERTY OWNERSHIP NUMBERS 

PROPERTY LINES 

0 50 100  
SCALE IN FEET

PARCEL NO.	NAME	TOTAL AREA	A/P	LI. BEARING	RT. DIST.
TOTAL OWNERSHIP ASSIGNMENT RECORDS SHALL BE MAINTAINED BY THE COUNTY ENGINEER'S OFFICE.					



APPROVED AND ACCEPTED  DATE: 03/20/05

RIGHT OF WAY PLANNING ENGINEER

SHEET 16 OF 23 SHEETS

**EXHIBIT F**  
**PROJECT MAINTENANCE RESPONSIBILITIES**

This matrix addresses maintenance responsibilities on NE 85<sup>th</sup> Street, 114<sup>th</sup> Avenue NE, Kirkland Way, and the NE 87<sup>th</sup> Street pick-up/drop-off area within limited access after PROJECT construction completion. Sound Transit and King County Metro have various maintenance responsibilities within the PROJECT area as defined in the below matrix and graphic. 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	SOUND TRANSIT	KING COUNTY METRO
Roadway Surface Bottom (Level 1), <i>(limited access on 85th St 1, 1)</i>	X			
Roadway Surface Middle (Level 2) and Top (Level 3) <i>(limited access on 85th St 1, 1)</i>		X		
Access and maintenance roads for CITY facilities as shown in Exhibit F graphic	X			
Pick-up/drop-off Roadway Surface	X			
Roadway Shoulders Level 1 <i>(limited access on 85th St 1, 2)</i>	X			
Roadway Shoulders Levels 2 and 3 <i>(limited access on 85th St 1, 2)</i>		X		
Curb and gutter Level 1	X			
Curb and gutter Level 2		X		
Sidewalk Level 2 and all sidewalks excluding station area platforms <i>(1, 4)</i>	X			
Pick-up/drop-off Curb Cast Integral to Sidewalk and Sidewalks	X			
ADA Features: Curb Ramps, Landings and Truncated Domes Levels 1 and 2 <i>(1, 29)</i>	X			
ADA Features: Curb Ramps, Landings and Truncated Domes – Pick-up/drop-off	X			
Curbing within roundabouts: i.e. Splitter Islands Levels 1 and 2 <i>(1, 27)</i>	X			

Maintenance Item (reference table, paragraph from RCW)	CITY	WSDOT	SOUND TRANSIT	KING COUNTY METRO
Roundabout Island Apron - I-405 CSS Baseline Concept Levels 1 and 2 (1, 27)	X			
Walls / Slopes within I-405 Right of Way supporting I-405 (1, 3)		X		
Cross Culverts/Streams within I-405 Right of Way located under CITY Streets as shown in Exhibit F graphic i.e. Tributary to Everest Creek	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 Levels 1 (1, 11)	X			
Pavement Markings and Striping Levels 2 and 3 (1, 11)		X		
Crosswalks on CITY streets	X			
Crosswalks Level 2 (1, 11)		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		
Stormwater conveyance at Inline I-405 Station Bus Stops/Local Bus Stops		X		
Stormwater conveyance of Pick-up/drop-off	X			
Stream 18 Conveyance - Offsite CITY Flow Through		X		
Stormwater Facilities Located Along/Beneath NE 85th Street	X			
Underdrain Pipes Beneath NE 85th Street for Groundwater Attenuation	X			
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 <sup>%</sup>		X		

Maintenance Item (reference table, paragraph from RCW)	CITY	WSDOT	SOUND TRANSIT	KING COUNTY METRO
I-405 Directional/Guide Signs, CITY Specifications	X			
I-405 Directional/Guide Signs, WSDOT Specifications		X		
I-405 Directional/Guide Signs, Transit Agency Specifications			X	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		
Regulatory and Warning Signs located along local roads, Transit Agency Specifications			X	X
Rapid Flashing Beacons at 114 <sup>th</sup> for pedestrians at the Roundabout (see Note 12)	X			
Street lighting on Level 1 and other CITY Streets	X			
Pedestrian lighting on Level 2 and other CITY streets	X			
All Pick-up/drop-off Lighting	X			
Street lighting on Level 2 and I-405 mainline and ramps		X		
Transit Station Area(s) as shown in Exhibit F graphic.			X	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 on Level 1	X			
Street Cleaning on Levels 2 and 3		X		
Snow and Ice Removal on Level 1	X			
Snow and Ice Removal on Levels 2 and 3		X		

Maintenance Item (reference table, paragraph from RCW)	CITY	WSDOT	SOUND TRANSIT	KING COUNTY METRO
Landscaping (hardscape or softscape) within roundabout island on Level 1 <sup>&amp;</sup>	X			
Planter Strips including landscaping, street trees and irrigation on Level 1 and Level 2 – see Exhibit F graphics for areas of PARTY responsibilities.*	X	X		
Noxious Weeds within I-405 Right of Way as shown in Exhibit F graphic.*	X	X		
Graffiti removal on all structures		X		
Right of Way encroachments within I-405 Right of Way outside of fenced Right of Way.	X			

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

<sup>%</sup> - Except in locations where fencing is outside limited access, attached to culverts maintained by the CITY or is intended to serve as fall protection from a culvert maintained by the CITY.

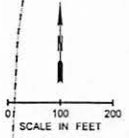
\* - For the areas in WSDOT limited access which are the CITY's maintenance responsibility, the PARTIES agree to consider altering or enhancing the landscaping after PROJECT completion. The details related to this future work would be at the CITY's request and cost, in coordination with WSDOT and require WSDOT's written approval. In the event the PARTIES agree to the landscaping changes, an agreement will be amended or developed to reflect the responsibilities and mutual understandings of the PARTIES.

***Maintenance Responsibility on NE 85<sup>th</sup> Street within limited access***

LOCATION 2  
 RELOCATED TOLL POINT (FROM LOCATION 1)  
 SOUND TRANSIT TO PAY FOR RELOCATION  
 WSDOT TO MAINTAIN

NEW DIRECT ACCESS TOLL POINT

CITY OF KIRKLAND  
 MAINTENANCE ACCESS  
 RELOCATED WATER MAIN



**LEGEND**

[Symbol]	LIGHT POLE
[Symbol]	UNDERDECK LIGHTING
[Symbol]	PED. LIGHTING
[Symbol]	CCTV
[Symbol]	CCTV CABINET
[Symbol]	TRANSFORMER
[Symbol]	DATA CABINET
[Symbol]	FLASHING BEACON
[Symbol]	LOOP
[Symbol]	WIDE LOOP
[Symbol]	TRS CABINET
[Symbol]	UPS CABINET
[Symbol]	TRS
[Symbol]	POWER SERVICE
[Symbol]	BUS LOADING AREA
[Symbol]	INLET CANISTER

**MAINTENANCE OWNERSHIP**

[Symbol]	WSDOT
[Symbol]	CITY OF KIRKLAND
[Symbol]	SOUND TRANSIT
[Symbol]	KING COUNTY METRO

SB I-405

NB I-405

NEW DIRECT ACCESS TOLL POINT

LOCATION 1  
 EXISTING TOLL POINT TO BE RELOCATED  
 SOUND TRANSIT TO PAY FOR RELOCATION



**GCB 3596**

**DESIGN-BUILD COOPERATIVE AGREEMENT  
For the City of Kirkland Project Coordinator and Review Staff  
for the  
I-405/NE 85th Street Interchange and Inline Station 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 85th Street Interchange and Inline Station 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 3252, 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 3252, 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 and CITY Review Staff.

**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 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 and CITY Review Staff 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 and CITY Review Staff shall be paid by the CITY.
- 2.7 The PARTIES agree that WSDOT shall pay for work by the CITY Project Coordinator and CITY Review Staff, as outlined in Section 7.0.
- 2.8 The CITY may require the CITY Project Coordinator and CITY Review Staff to work in excess of 40 hours per week. Even if the CITY Project Coordinator and CITY Review Staff work 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.

Exhibit G – GCB 3596 City Project Coordinator And Review Staff Agreement  
GCB 3252 Cooperative Agreement for the Design and Construction of the  
I-405/NE 85th Street Interchange and Inline Freeway Station Project

- 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 and CITY Review Staff 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 and CITY Review Staff 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 and CITY Review Staff 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 November 2022 and December 2026.

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 Review 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 3252.

5.4 The CITY Project Coordinator and CITY Review Staff will review PROJECT submittals to the specific timeframes and conditions agreed upon in GCB 3252.

5.5 The CITY Project Coordinator will work with WSDOT and/or its Design-Builder to process all applications for permits necessary for PROJECT work outside WSDOT limited access, in a timely fashion so as to insure that the PROJECT does not suffer any timeline delays, in accordance with GCB 3252.

5.5.1 CITY Review Staff time from the CITY Development Engineering Services billed through the formal permitting process will not be billed through this AGREEMENT.

5.5.2 CITY Review Staff time associated with relocation of utilities where relocation cost is the responsibility of the CITY shall not be billed under this AGREEMENT and will remain a CITY expense.

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**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 and on the CITY Review Staff, 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 or CITY Review Staff positions.
- 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 Three Hundred Seventy-Two Thousand Nine Hundred Eighty Dollars (\$372,980), which is intended to cover the entire term of the PROJECT.
- 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 and CITY Review Staff. 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.

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**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, Sound Transit, 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, Sound Transit or contractors and (b) the CITY, its employees, authorized agents, Sound Transit 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, Sound Transit 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.

Exhibit G – GCB 3596 City Project Coordinator And Review Staff Agreement  
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**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 3252 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.



Exhibit G – GCB 3596 City Project Coordinator And Review Staff Agreement  
GCB 3252 Cooperative Agreement for the Design and Construction of the  
I-405/NE 85th Street Interchange and Inline Freeway Station Project

**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:

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**EXHIBIT A**

**CITY PROJECT COORDINATOR ESTIMATE**

The below estimate encompasses the CITY 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	0.40	1,248
Construction	2.0	0.10	416
Total hours:			1,664
Estimated Senior Project Engineer hourly rate:			\$170
Total:			\$282,880

**CITY REVIEW STAFF ESTIMATE**

The below estimate encompasses the CITY Review Staff costs for the PROJECT as described in this AGREEMENT, and not covered by CITY Permits according to Section 9 of GCB 3252.

Project Phase	Estimated duration (years)	Estimated hours
Design and Construction	3.5	530
Total hours:		530
Estimated Senior Project Engineer hourly rate:		\$170
Total:		\$90,100

<b>Total CITY Project Coordinator and Review Staff Estimate:</b>	<b>\$372,980</b>
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**GCB 3596**

**DESIGN-BUILD COOPERATIVE AGREEMENT  
For the City of Kirkland Project Coordinator and Review Staff  
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**2.0 GENERAL**

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- 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 Three Hundred Seventy-Two Thousand Nine Hundred Eighty Dollars (\$372,980), which is intended to cover the entire term of the PROJECT.
- 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 and CITY Review Staff. 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, Sound Transit, 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, Sound Transit or contractors and (b) the CITY, its employees, authorized agents, Sound Transit 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, Sound Transit 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 3252 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**

**CITY PROJECT COORDINATOR ESTIMATE**

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

<b>Project Phase</b>	<b>Estimated duration (years)</b>	<b>Project Coordinator FTE estimate per phase</b>	<b>Estimated hours per phase (duration x 2080 hr./yr. x FTE)</b>
Design	1.5	0.40	1,248
Construction	2.0	0.10	416
Total hours:			1,664
Estimated Senior Project Engineer hourly rate:			\$170
Total:			\$282,880

**CITY REVIEW STAFF ESTIMATE**

The below estimate encompasses the CITY Review Staff costs for the PROJECT as described in this AGREEMENT, and not covered by CITY Permits according to Section 9 of GCB 3252.

<b>Project Phase</b>	<b>Estimated duration (years)</b>	<b>Estimated hours</b>
Design and Construction	3.5	530
Total hours:		530
Estimated Senior Project Engineer hourly rate:		\$170
Total:		\$90,100

<b>Total CITY Project Coordinator and Review Staff Estimate:</b>	<b>\$372,980</b>
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