

RESOLUTION NO. R-2592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTION RELATING TO INSTALLATION AND CONSTRUCTION OF TRAFFIC SIGNALS AT THE SR 405 -- N.E. 124TH STREET INTERCHANGE.

WHEREAS, the Washington State Department of Transportation is planning improvement of SR 405, N. E. 124th Street interchange signals, and

WHEREAS, the City of Kirkland is obligated for the cost of the proposed construction on the City streets, and

WHEREAS, it is deemed to be in the best public interest for the State to advertise and administrate the construction contract for the improvement of this section of State highway, and

WHEREAS, the Washington State Department of Transportation has submitted to the City a proposed agreement relating to such improvements and providing for the payment of the City's contributative share of ten (10%) percent of the actual cost of construction; now, therefore, it is

RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the Washington State Department of Transportation and the City of Kirkland, identified as Washington State Department of Transportation Contract No. GC5285, a copy of which is attached to the original of this Resolution, and by this reference incorporated herein.


Section 2. The City Manager or the Director of the Department of Project and Construction Management, as his delegate, is authorized to take such additional action as may be necessary or required to be taken by the City of Kirkland pursuant to said contract in order that the public improvements provided for therein may be timely and satisfactorily completed.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 20th day of February, 1979.

SIGNED IN AUTHENTICATION THEREOF on the 20th day of February, 1979.

  
MAYOR pro tem

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)



STATE  
ORIG.

GC5285

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of February, 19 79, by and between the CITY OF KIRKLAND, hereinafter designated as the "City" and the STATE OF WASHINGTON, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation under and by virtue of RCW 47.24.020 and hereinafter designated as the "State",

WHEREAS, the State is planning improvement of SR 405, NE 124th Street Interchange Signals, and,

WHEREAS, the City is obligated for the cost of the proposed construction on the City Streets, and,

WHEREAS, it is deemed to be in the best public interest for the State to advertise and administrate the construction contract for the improvement of this section of State highway.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I

In accordance with the current State of Washington Standard Specifications for Road and Bridge Construction, and adopted design standards, unless otherwise noted, the State will construct the project as shown on the Plans marked Exhibit "B" hereto attached and by this reference made part of this agreement. The State's liability under this section shall be contingent upon receiving satisfactory and acceptable bids on the proposed facility and the subsequent award and execution of the contract therefore.

II

The City agrees to reimburse the State for 10% of the actual cost of the work to be performed by the State under this agreement with the understanding the Federal Government shall contribute the balance of the actual cost of such work.

4

The City agrees to set aside funds for payment to the State for the work in the amount of not less than the following estimate of cost of \$1,815.66 as shown in the attached estimate of cost marked Exhibit "A" and by this reference made a part of this agreement.

### III

Partial payment may be made upon request of the State to the City to cover cost of work completed, and are not be be more frequent than one (1) per month. It is agreed that payment of any partial claim will not constitute agreement as to the appropriateness of any item, and that at the time of final settlement, all required adjustments will be made and reflect in the final payment. In the event that such final adjustments constitute an overpayment to the State, the State agrees to refund such overpayment to the City.

### IV

The City agrees that if payment for the work is not made to the State within forty-five (45) days after the City has been billed for the work, the State may withhold any tax moneys which the City is entitled to receive from the motor vehicle fund until payment for the work is received by the State.

### V

The City agrees to hold the State harmless from any and all costs, claims, demands and obligations of whatsoever nature arising by reason of the State's participation in or action for the City in connection with the work except that this paragraph shall not apply to any herein described action caused out of the sole negligence of the State.

The City further agrees to defend, at its own cost, all suits or actions whatsoever nature brought against the City or State arising from the State's participation in or performance of the work

on behalf of the City except that the State agrees to reimburse the City for all damages assessed as a result of the sole negligence of the State, its employees and agents.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first above written.

CITY OF KIRKLAND

*[Handwritten Signature]*  
Mayor pro tem

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

Attest:

\_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
State Aid Engineer

12 December, 1978

By: *Craig Adam*  
Assistant Attorney General

REPORT #R710372

*City of Kirkland*

PROJECT (STATE/FA NO.): L6231

GROUP ITEM DETAIL FOR GROUP NO. 3

ITEM NO	DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT
1	MOBILIZATION	L.S.	1.00	2500.0	\$ 2500.00
5	GRADING ROADWAY EXCAVATION INCLUDING HAUL	C.Y.	6.00	210.0	1260.00
6	GRAVEL BURROW INCLUDING HAUL	C.Y.	6.00	420.0	2520.00
18	SURFACING CRUSHED SURFACING TOP COURSE	TON	6.00	215.0	1290.00
19	LIQUID ASPHALT ASPHALT FOR TACK COAT	TON	200.00	0.5	100.00
22	ASPHALT CONCRETE PAVEMENT ASPHALT CONCRETE PAVEMENT CL.B INCL.PAVING ASPH.	TON	24.00	240.0	5760.00
33	TRAFFIC PAINT STRIPING	L.F.	0.10	895.0	89.50
37	THERMOPLASTIC TRAFFIC ARROW	EACH	75.00	2.0	150.00
38	PLASTIC TRAFFIC BUTTON	EACH	8.00	12.0	96.00
41	PERMANENT SIGNING	L.S.	3000.00	0.1	300.00
49	EMERGENCY TRAFFIC CONTROL	DOLLAR	1.00	25.0	25.00
50	LABOR FOR TRAFFIC CONTROL	HOURLY	14.00	10.0	140.00
59	OTHER ITEMS ADJUST CATCH BASIN	EACH	150.00	5.0	750.00
63	TRIMMING AND CLEANUP	L.S.	1.00	150.0	150.00
GROUP ITEM TOTAL					\$ 15130.50
SALES TAX AT 0.0%					0.00
ENGINEERING AT 15.0%					2269.58
CONTINGENCIES AT 5.0%					756.53
GROUP TOTAL					\$ 18156.60

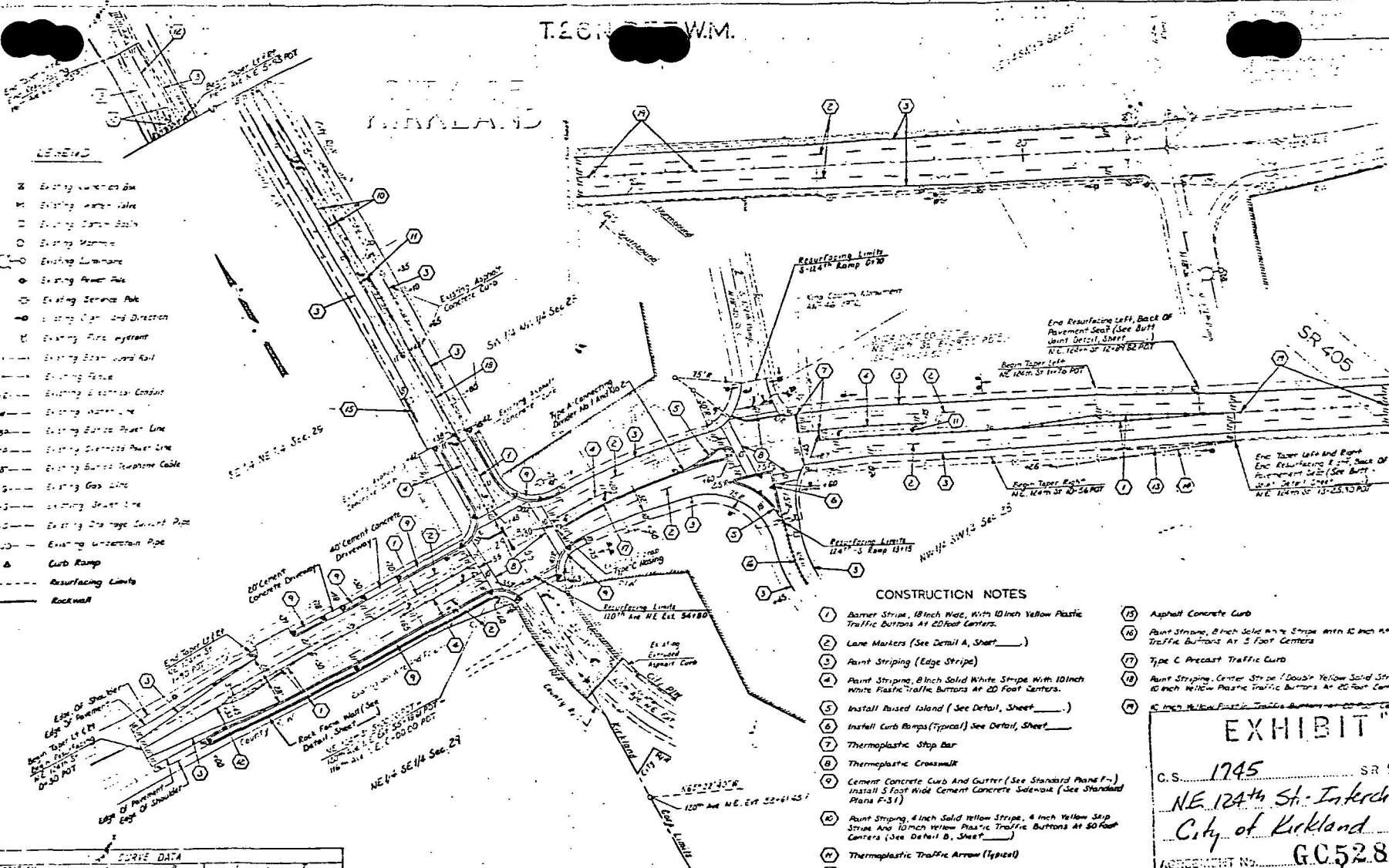
NOTE: This is a Federal Aid Interstate project. The City shall reimburse the State for the required Federal Aid match, approximately 10%.

10% x \$18,156.60 = \$1,815.66 Actual Estimated Cost to City

KICKLAND

LEGEND

- ⊗ Existing Centerline
- ⊗ Existing Water Main
- ⊗ Existing Storm Sewer
- ⊗ Existing Manhole
- ⊗ Existing Limestone
- ⊗ Existing Power Pole
- ⊗ Existing Service Pole
- ⊗ Existing Sign and Direction
- ⊗ Existing Fire Hydrant
- ⊗ Existing Beam Guard Rail
- ⊗ Existing Fence
- ⊗ Existing Electric Conduit
- ⊗ Existing Gas Line
- ⊗ Existing Electric Power Line
- ⊗ Existing Electric Telephone Cable
- ⊗ Existing Gas Pipe
- ⊗ Existing Drain Line
- ⊗ Existing Storage Conduit Pipe
- ⊗ Existing Underdrain Pipe
- △ Curb Ramp
- Resurfacing Limits
- Rockwall

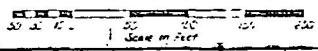


CONSTRUCTION NOTES

- ① Barner Stripes, 18 inch Wide, with 10 inch Yellow Plastic Traffic Buttons At 20 Foot Centers.
- ② Lane Markers (See Detail A, Sheet \_\_\_\_\_)
- ③ Paint Striping (Edge Stripes)
- ④ Paint Striping, 8 inch Solid White Stripe with 10 inch White Plastic Traffic Buttons at 20 Foot Centers.
- ⑤ Install Raised Island (See Detail, Sheet \_\_\_\_\_)
- ⑥ Install Curb Ramps (Typical) See Detail, Sheet \_\_\_\_\_
- ⑦ Thermoplastic Stop Bar
- ⑧ Thermoplastic Crossmark
- ⑨ Cement Concrete Curb and Gutter (See Standard Plans F-1) Install 5 foot Wide Cement Concrete Sidewalk (See Standard Plans F-31)
- ⑩ Paint Striping, 4 inch Solid Yellow Stripe, 4 inch Yellow Strip Stripes and 10 inch Yellow Plastic Traffic Buttons at 50 Foot Centers (See Detail B, Sheet \_\_\_\_\_)
- ⑪ Thermoplastic Traffic Arrow (Typical)
- ⑫ Paint Striping, Center Stripe (Double Solid Yellow Stripe)
- ⑬ Removable Beam Guardrail Type I and Anchor Type I.
- ⑭ Beam Guardrail Type I (Guardrail Placement C-23b2, Case 58)
- ⑮ Asphalt Concrete Curb
- ⑯ Paint Stripes, 8 inch Solid White Stripe with 10 inch White Plastic Traffic Buttons at 5 Foot Centers
- ⑰ Type C Precast Traffic Curb
- ⑱ Paint Striping, Center Stripe (Double Yellow Solid Stripe with 10 inch White Plastic Traffic Buttons at 20 Foot Centers)
- ⑲ 6 inch Yellow Plastic Traffic Buttons at 20 Foot Centers

SURVE DATA

STATION	ANGLE	LENGTH	BEARING	COORDINATES
1+00.00	120° 22' 42" R	120.00	N 12° 22' 42" E	176.23
1+12.00	120° 22' 42" R	108.00	N 12° 22' 42" E	116.72
1+24.00	120° 22' 42" R	96.00	N 12° 22' 42" E	266.87
1+36.00	120° 22' 42" R	84.00	N 12° 22' 42" E	MC 62



**EXHIBIT "B"**

C.S. 1745 SR 405  
 NE 124th St Interchange  
 City of Kickland  
 AGREEMENT NO. GC 5285  
 SHEET 1 OF 1 SHEETS NOV. 1978  
 SCALE 1"=100'