Interlocal Agreement
Plant Establishment

Parties	City of Redmond	State of Washington Department of Transportation
Document Number		**GCA 5986**
Physical Location	Redmond Fall City Road SR 520 east to 192nd Ave N E	SR 202 Approximate Mileposts MP 7 77 to MP 9 15 RW Plan Title SAMMAMISH RIVER TO JCT SR 202, Sheets 5, 8, 9, EAST LAKE SAMMAMISH PARKWAY N E VIC TO SAHALEE WAY N E VIC , Sheets 2-5
Signature Authority Title and Address	John Marchione Mayor PO Box 97010 Redmond, WA 98073-9710	Russell S East, P E Assistant Regional Administrator, King and Snohomish Counties 15700 Dayton Ave N PO Box 330310 Seattle WA 98133-9710
Agency Contact	Eric O'Neal City of Redmond Park Contract Administrator 18120 NE 76th Street Redmond WA 98073-9710 425-556-2325 eoneal@redmond gov	Dave Peterson WSDOT NW Region Principal Landscape Architect 15700 Dayton Ave N PO Box 330310 Seattle WA 98133-9710 206-440-4500 Petersd@wsdot wa gov Org Code 412006
Federal Tax ID #	91-6001492	

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

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

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

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

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

WHEREAS, the CITY and STATE share maintenance responsibilities of the SR 202 facility, pursuant to RCW 47 24 020,

NOW, THEREFORE, pursuant to chapter 47 24 RCW RCW 47 28 140 and in consideration of the terms, conditions, covenants, and performances contained herein, and Exhibits A and B, which are attached and made a part hereof,
IT IS MUTUALLY AGREED AS FOLLOWS

1 **Term of Agreement** The term of this Agreement shall become effective as of the date of execution of this Agreement and continue until the end of the Plant Establishment period, June 30, 2011 The CITY agrees to assume responsibility on July 1, 2009 for the Plant Establishment requirements pursuant to the terms of this Agreement within those areas shown on Exhibit A

2 **Payment** The STATE agrees to pay the CITY for the Plant Establishment period for the landscape areas shown on Exhibit A and for the work identified on Exhibit B The STATE shall pay the CITY a one-time lump sum payment amount of ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000 00) within thirty (30) calendar days of Agreement execution All costs for the Plant Establishment in excess of the one-time lump sum payment shall be at the CITY's sole cost and expense

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

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

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

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

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

5 **Indemnification** The CITY shall protect, defend indemnify and save harmless the STATE, its officers officials, employees, contractors and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the CITY's Plant Establishment performance pursuant to the provisions of this Agreement The CITY will not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE Where such claims, suits, or actions result from concurrent negligence of both Parties, their officers, officials, employees, agents and/or contractors, or involves those actions covered by RCW 4 24 115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, or their officers, officials, employees, agents and/or contractors own negligence This indemnification shall survive termination of this Agreement for any injury or damage occurring prior to termination of this Agreement

6 **Compliance with Laws and Rules** CITY shall at all times comply with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction

7 **Modifications to the Agreement** This Agreement may be modified by written amendment as mutually agreed to by the Parties Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties

8 **Venue** In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right of obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs

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

CITY OF REDMOND
A Washington Municipal Corporation

John Marchione
Mayor

Date 6/18/09

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

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

Date 5/19/09

APPROVED TO FORM

James E Haney
City Attorney

Date 6/18/09

APPROVED TO FORM

Ann E Salay
Assistant Attorney General

Date 5-19-09

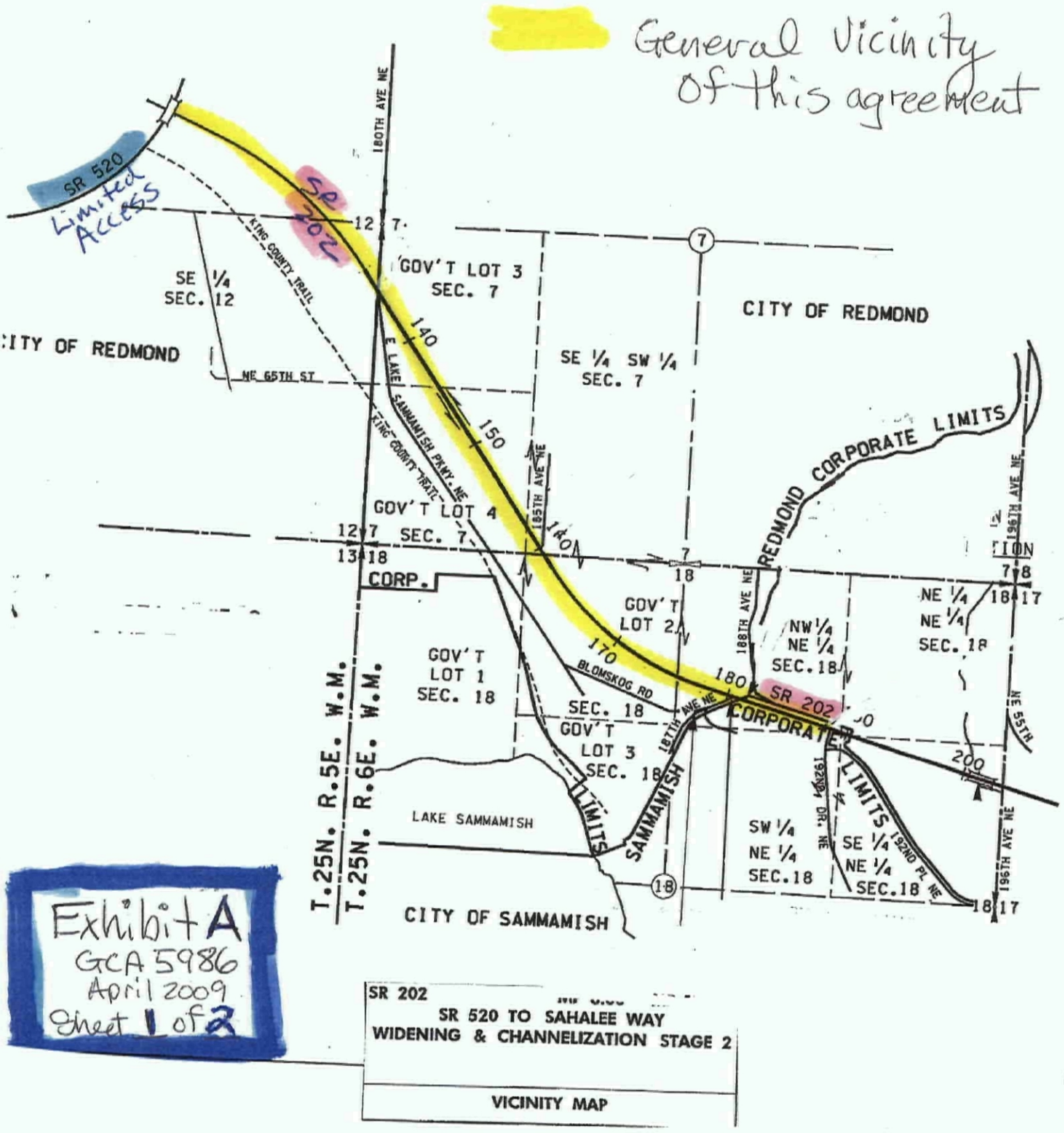


Exhibit A
GCA 5986
April 2009
Sheet 1 of 2

SR 202
SR 520 TO SAHALEE WAY
WIDENING & CHANNELIZATION STAGE 2

VICINITY MAP

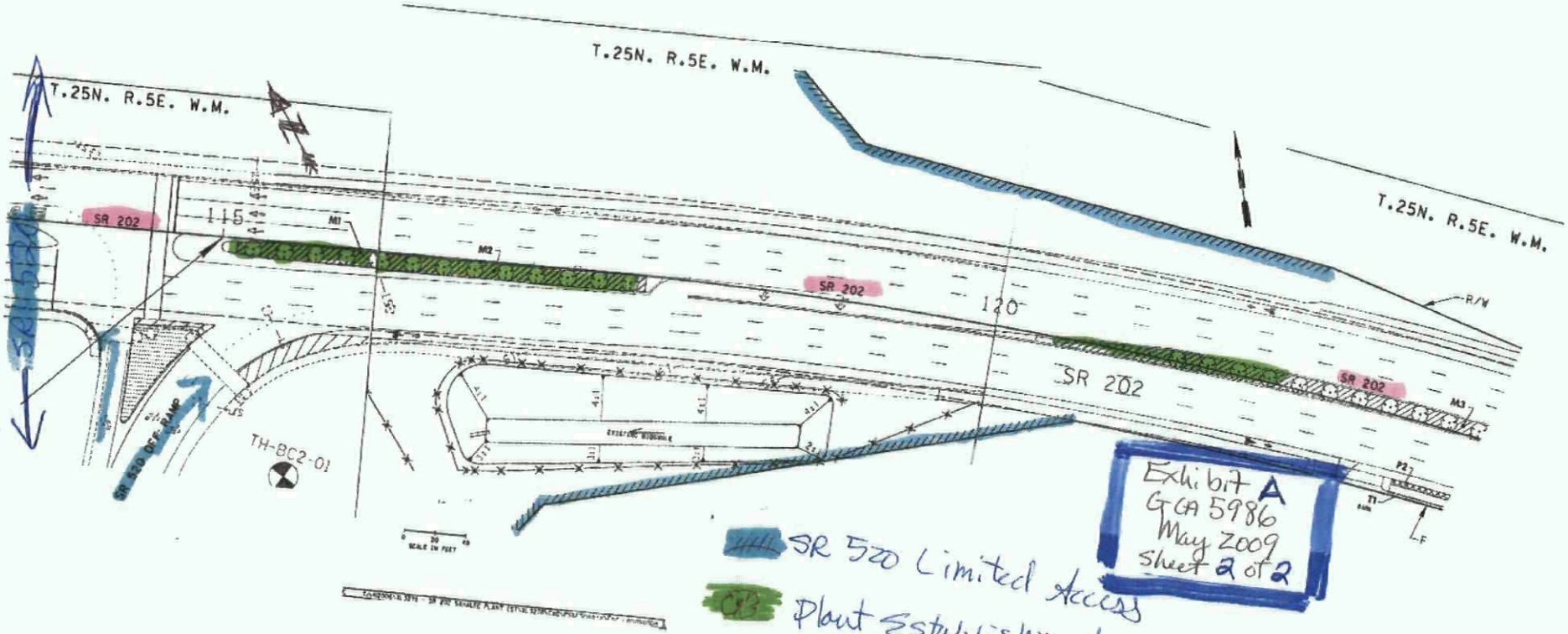

T.25N. R.5E. W.M.
T.25N. R.5E. W.M.
T.25N. R.5E. W.M.
SR 202
SR 202
SR 202
SR 202
115
120
M1
M2
M3
R/W
SR 520
SR 520 OFF RAMP
TH-BC2-01
SR 520 Limited Access
Plant Establishment Within Limited Access
Exhibit A
GCA 5986
May 2009
sheet 2 of 2

EXHIBIT B
Plant Establishment Schedule

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

Washington State Department of Transportation

Commercial Pesticide Application Record

Remember Backflow Protection

Reference (RCW 17.21) A new form shall be filled out each day or time the pesticide tank mixture is modified during the day or each time the Sign Route or County is changed. This Record Must be Retained for 7 Years. This form must be completed on day of application.
WSDOT, Roadside Management Branch, P.O. Box 47358, Olympia, WA 98504-7358.

	County	Date of Application	Day of Week	
GCA 5986	KING			Start ____ ☐ AM ☐ PM Finish ____ ☐ AM ☐ PM

SR 520 Show location of Pesticide application on Exhibit C, sheet 2/2 (Attached)

Check Appropriate Boxes

☐ NB ☐ EB ☐ SB ☐ WB ☐ Median ☐ Landscaped Area ☐ Shoulder ☐ Roadside ☐ Rest Area ☐ Park-n-Ride ☐ Interchange ☐ Bridge ☐ Ramp ☐ Spot Spray ☐ Blanket Spray ☐ Banded Width ☐ Aquatic ☐ Wetlands

☐ Weeds ☐ Brush ☐ Noxious Weeds ☐ Insects ☐ Disease ☐ Seed ☐ Other

List Pest(s):

Temperature ____ °F(°C) Wind (Direction From) ____ Wind (Range) ____ mph(km/h)

☐ Sunny ☐ Broken ☐ Overcast, No Rain ☐ Light, Scattered Showers ☐ Hard Showers

Material Name	Manufacturer	EPA Reg. No.	Lot Number	Product Per Acre (hectare)	Active Ingredient per Acre(hectare)	Unit	Amount Per Tank	Total Daily Usage	Unit
	Oil (As Carrier)	Units: Ozd= Ounces Dry Lb= Pound Ozl= Ounces Liquid Ga= Gallon Pt= Pint Qt= Quart g= gram kg=kilogram ml=Milliliter L= Liter							
	Water Source								

No. of Tanks per Day ____ Tank Size ____ Gallons(liters).

Total ____ Acres(hectares) Treated at ____ gallons(liters) of spray per acre(hectare).

Equipment Information	Apparatus Number	Calibration Date	Vehicle Speed mph(km/h)	☐ Boom ☐ Other (Specify)

☐ Handspreader ☐ Belly Grinder ☐ Backpack ☐ Handgun ☐ Fixed Nozzle ☐ Manifold ☐ Nozzle Cluster ☐ Tank Mix (Conv.) ☐ Invert ☐ Injection

Nozzle Information	Model Number	Pressure PSI(kPa)	Number of Nozzles	Width of Spray Pattern Feet(meter)

Business Name	Phone

Address	City	State	Zip Code

Applicator /Operator Name	Commercial Pesticide Lic. No.	Commercial Operator Signature

Prime Contactor	Subcontractor	Inspector Name	Phone

Remarks

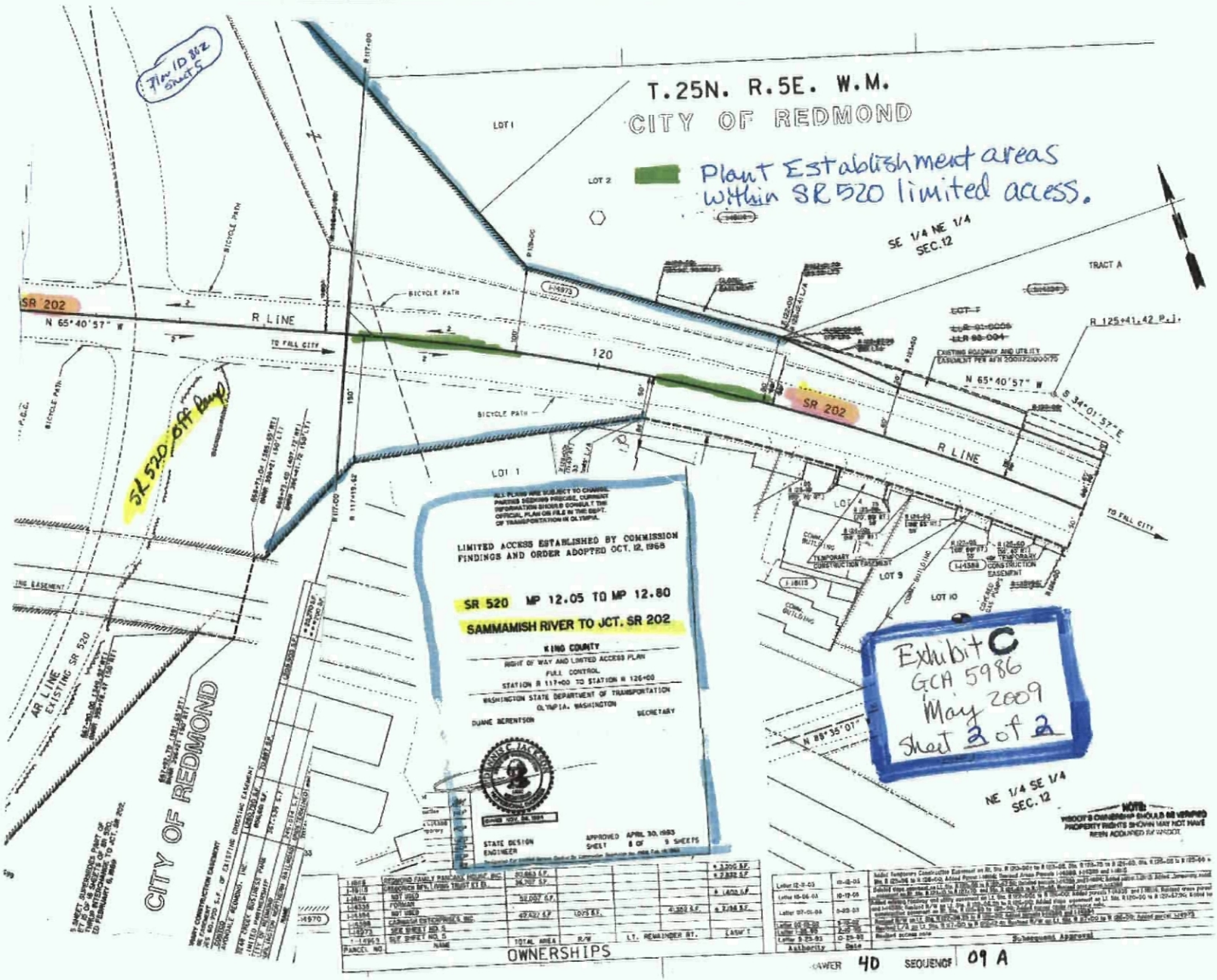
Exhibit C
GCA 5986
(May 2006)
Sheet 1 of 2

Pesticide Sensitivity Registration Applies: ☐ Yes ☐ No

Contacts

Division of Emergency Management (1-800-258-5990)

DOT Form 540-509 EF
Revised 3/2002


T.25N. R.5E. W.M.
CITY OF REDMOND
Plant Establishment areas within SR 520 limited access.
SR 202
N 65°40'57" W
R LINE
TO FALL CITY
120
SE 1/4 NE 1/4 SEC.12
TRACT A
R 125+41.42 P.I.
N 65°40'57" W
S 34°01'57" E
LOT 1
LOT 2
LOT 9
LOT 10
BICYCLE PATH
SR 520 off Ramp
AR LINE EXISTING SR 520
CITY OF REDMOND
NE 1/4 SE 1/4 SEC.12
N 88°35'07"
LIMITED ACCESS ESTABLISHED BY COMMISSION FINDINGS AND ORDER ADOPTED OCT. 12, 1968
SR 520 MP 12.05 TO MP 12.80
SAMMAMISH RIVER TO JCT. SR 202
KING COUNTY
RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
STATION R 117+00 TO STATION R 126+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON
DUANE BERENTSON
SECRETARY
STATE DESIGN ENGINEER
APPROVED APRIL 30, 1993
SHEET 8 OF 9 SHEETS
Exhibit C
GCA 5986
May 2009
Sheet 2 of 2
OWNERSHIPS
DRAWER 4D
SEQUENCE 09 A