



J-06-007

Contract # 3799
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

FILED
MAY 2006
CITY CLERK
CITY OF SHORELINE

2. Amendments/Change Orders

- a) Contact City Clerk's Office for a NEW Contract #
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

CONTRACT DESCRIPTION

Originator: Jesus Sanchez **Routed by:** Amanda DeSilver
Department/Division: Public Works/Operations **Date:** April 25, 2006

Type of Contract: (C) Building Construction (L) Lease Agreement (I) Intergov't Agreement
 (A) Addendum/Change Order (W) Public Works (O) Other
 (GR) Grants (S) Purchase of Services (all types)

CONTRACT TITLE: I-5 and NE 175th Street Fence Area Maintenance

Brief Description of Services: Interlocal Agreement with WSDOT for maintenance responsibility of fence/landscape maintenance at detention pond site located at I-5 and 175th Street in Shoreline

Contract Modification: Has the original contract boilerplate language been modified? N Y If yes, list which sections have been modified. _____

Bid/RFP Number: N/A

Name of Consultant/Contractor WSDOT

Effective Date: Upon Execution **Termination Date:** Continuous until terminated by agreement

Total Amount of Contract: Maintenance Agreement Only **OrgKey # & Object #** _____

(including reimbursable expenses)

J/L # (if required) _____

Are there sufficient funds in the current budget to cover this contract? Y N If no, from where are the additional funds coming? _____

Payment Terms (monthly installments, progress payments, etc.): N/A

Remarks: See memo attached

SIGNATURE ROUTING:

- 1. Project Manager/Director
- 2. Risk Mgmt/Budget
- 3. City Attorney
- 4. Send to Consultant for signature (only send contract documents)
- 5. City Council Approval (if required)

[Handwritten signature]
Apr 25

4/26/06
4/28/06
4/24/06
(mo/day/year)

- 6. City Manager (if required)
- 7. Dept. Director (if authorized)
- 8. City Clerk
- 9. Purchasing

4/27/06
5/9/06



Memorandum

DATE: April 25, 2006

TO: Robert Olander, City Manager

FROM: Paul S. Haines, Public Works Director

VIA: Jesús Sanchez, Public Works Operations Manager

RE: I-5 and NE 175th Street Fence Area Maintenance- WSDOT Interlocal Agreement

Contractor Name and Project:

- Washington State Department of Transportation
- I-5 and NE 175th Street Fence Area Maintenance

Scope of Services:

Under the following Interlocal Agreement the City Shoreline will provide 220 lineal feet of City-standard fencing and also agrees to maintain the landscape north of the new fence and in the area of the City Gateway. WSDOT agrees to manage and maintain the detention pond, provide chain link fencing around the other three sides of the pond and maintain all landscape areas south of the City provided fencing.

Financial Impact:

City of Shoreline Public Works Operations funding has been used to purchase the fencing as part of its annual work plan. This agreement is to formalize the terms and conditions of the maintenance agreement only and involves no extra cost to the City. There are sufficient funds for the maintenance costs in the existing Public Works Operations Programs.

Council Review:

Council review is necessary for this Interlocal Agreement. The Council has reviewed this contract in session on April 24, 2006 and concurred with the staff recommendation to approve this contract.

Schedule:

In the event that the State determines that the City's landscape or fence maintenance is no longer needed, the state may terminate this agreement upon 30 day prior written notification to the City. This agreement is otherwise continuous.

Council Meeting Date: April 24, 2006

Agenda Item:

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Council Approval of Interlocal Agreement with WSDOT for maintenance responsibility of fence and landscape maintenance
DEPARTMENT: Public Works
PRESENTED BY: Jesus Sanchez, Operations Manager

PROBLEM/ISSUE STATEMENT:

In 2005 the Washington State Department of Transportation (WSDOT) constructed a large detention pond on State-owned land on the southeast corner of the N 175th Street and Interstate 5 (I-5) intersection in the City of Shoreline. Original WSDOT plans called for a 6' high chain-link fence to be built around the perimeter of the pond for safety.

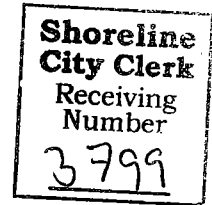
Also in 2005 the City of Shoreline completed construction of the N 175th Street East Gateway project which placed a Gateway monument on the south side of N 175th Street greeting eastbound traffic on N 175th.

The City of Shoreline wanted to provide a better appearance in the Gateway monument area and suggested to the State that the City of Shoreline standard metal fence in this space would improve the overall appearance of the site. After discussion with WSDOT officials it was agreed that the City would provide, at its own cost, 220 lineal feet of City standard fencing along the north boundary of the detention pond where the City Gateway is located. The 220 lineal feet of City of Shoreline fencing is priced at \$11,477.63. In return, WSDOT would reimburse the City for WSDOT's cost of the originally proposed 220 lineal feet of chain link fencing. The State cost for chain link fencing was established at \$6,407.00. Therefore, the overall City of Shoreline expense to improve this site is \$5,070.63.

A proposed Interlocal Agreement between WSDOT and the City of Shoreline has been drafted to formalize the terms and conditions of this agreement. Under the agreement the City provides 220 lineal feet of City-standard fencing and also agrees to maintain the landscape north of the new fence and in the area of the City Gateway. WSDOT agrees to manage and maintain the detention pond, provide chain link fencing around the other three sides of the pond and maintain all landscape areas south of the City provided fencing. While the dollar value of the funding is normally an administrative process, the signing of the agreement for maintenance responsibility requires City Council approval.

The State Attorney General's office has approved the form and content of the Interlocal Agreement as has the City of Shoreline City Attorney.

Interlocal Agreement
GCA 4259
I-5 and NE 175th St.
Construct and Maintain – Fence
Maintain – Landscape Area



THIS AGREEMENT is made and entered into between the STATE OF WASHINGTON Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the City of Shoreline, 17544 Midvale Avenue North, Washington 98133-4921, hereinafter called the "CITY."

WHEREAS, the STATE is constructing a project called I-5, NE 175th ST to NE 205th ST, Northbound Auxiliary Lane, contract 6861, hereinafter called the "PROJECT," and

WHEREAS, the PROJECT provides for the installation of a chain link fence to surround the STATE's detention pond, and

WHEREAS, the CITY has asked to construct and maintain another style of fence, hereinafter referred to as the "FENCE," in lieu of a portion of the PROJECT chain link fence, and

WHEREAS, the STATE has agreed to contribute an amount equal to the estimated cost of a chain link fence toward the FENCE, and

WHEREAS, the CITY requests to maintain the PROJECT landscape area between the FENCE and the CITY's street, NE 175th St., and

WHEREAS, the STATE is agreeable to the CITY constructing and maintaining the FENCE and maintaining the PROJECT landscape area between the FENCE and the CITY's street, NE 175th St., and

WHEREAS, the STATE and CITY desire to clarify the construction, ownership and maintenance responsibilities of the CITY for the FENCE and PROJECT landscape area between the FENCE and the CITY's street, NE 175th ST.,

NOW, THEREFORE, by virtue of 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. CONSTRUCTION AND OWNERSHIP OF FENCE

- 1.1 CITY shall construct the FENCE as shown on Exhibit A, attached hereto and by this reference made a part of this AGREEMENT.

- 1.2 CITY's construction of the FENCE shall be coordinated with and not conflict with the PROJECT. The STATE and CITY shall have a joint meeting prior to the FENCE installation to agree upon the installation schedule. The CITY will contact the STATE to arrange the joint meeting.
- 1.3 The STATE and CITY representatives for the construction phase of the FENCE are as follows:

STATE	CITY
Jim McBride, Area 5, Maintenance Superintendent WSDOT – Maintenance 10833 Northup Way NE Bellevue, WA, 98004-1415	Jesus Sanchez, Operations Manager City of Shoreline - Public Works 17544 Midvale Ave N Shoreline, WA 98133-4921
Phone: 425.739.3730	Phone: 206.546.2519
Email: mcbridj@wsdot.wa.gov	Email: jsanchez@ci.shoreline.wa.us

- 1.4 The construction of the FENCE shall be completed no later than July 31, 2006.
- 1.5 Upon completion of the FENCE construction, the STATE and CITY shall conduct a joint inspection of the FENCE. Should the FENCE not be constructed in compliance with or not properly located as indicated on Exhibit A, the CITY agrees to make all corrections as required by the STATE. The STATE agrees, upon satisfactory completion of the FENCE construction, to deliver a letter of acceptance to the CITY.
- 1.6 The STATE shall own the FENCE upon issuing its letter of acceptance per section 1.5.

2. PAYMENT

- 2.1 The STATE agrees to pay the CITY the lump sum amount of \$6,407.00 (Six Thousand Four Hundred Seven Dollars) toward the FENCE. The CITY agrees to submit a detailed invoice to the STATE with documentation showing that \$6,407.00 of FENCE work has been completed by no later than July 31, 2006. The CITY will send billing to Amir Ahmadi, P. E., WSDOT, 9029 El Capitan Way, Everett, WA 98208-3637.
- 2.2 The STATE agrees to make payment within thirty (30) days from receipt of billing from the CITY.

2.3 If the CITY does not construct the FENCE prior to July 31, 2006, the STATE cannot contribute any monies toward the FENCE.

3. MAINTENANCE OF FENCE AND LANDSCAPING

3.1 The CITY agrees to maintain the FENCE, upon receipt of the letter of acceptance by the STATE as provided in section 1.5.

3.2 In the event the FENCE is damaged due to actions by a third party or the CITY, the CITY agrees to timely repair and/or replace the FENCE and agrees to be solely responsible for the costs of FENCE repair and/or replacement. If the CITY fails to repair the FENCE in a timely manner, the STATE may repair or replace the FENCE, and the CITY agrees to reimburse the STATE for all direct and indirect costs associated with said repairs and/or replacement of the FENCE. The STATE will bill the CITY within thirty days of the work to recover all costs associated with the repair or replacement of the FENCE, and the CITY agrees to remit payment within thirty days of receipt of the STATE's invoice. If the CITY fails to remit payment within sixty days of receipt of the STATE's invoice, the CITY agrees that the STATE may deduct the invoice amount from any motor vehicle fund monies due the CITY pursuant to RCW 47.24.050.

3.3 The CITY agrees to commence maintenance of the landscape area from the FENCE, north to NE 175th St., hereinafter the "AREA," upon completion of the PROJECT's first year plant establishment period. The STATE will notify the CITY upon completion of PROJECT plant establishment period. Upon receipt of STATE notification, the CITY will assume full maintenance responsibility for the AREA.

3.4 The CITY and STATE will work together to ensure that the fencing will be maintained to provide a barrier to the pond in the southeast quadrant of the Interstate 5 and NE 175th St Interchange.

3.5 The STATE and CITY representatives for FENCE and landscape maintenance work under this AGREEMENT are as follows:

STATE	CITY
Jim McBride, Area 5, Maintenance Superintendent WSDOT – Maintenance 10833 Northup Way NE Bellevue, WA, 98004-1415	Jesus Sanchez, Operations Manager City of Shoreline - Public Works 17544 Midvale Ave N Shoreline, WA 98133-4921
Phone: 425.739.3730	Phone: 206.546.2519
Email: mcbridj@wsdot.wa.gov	Email: jsanchez@ci.shoreline.wa.us

4. RIGHT OF ENTRY

- 4.1 Both PARTIES herein grant to the other PARTY the right of entry upon all land in which the other PARTY has an interest or is adjacent to and in the right of way of STATE highway or CITY street for the purpose of accomplishing the work described herein and for the continued maintenance of these areas.

5. MODIFICATION

- 5.1 No modification of this AGREEMENT is valid unless evidenced in writing and signed by both PARTIES, except as outlined in section 5.2. No verbal agreement may supersede, replace or amend this AGREEMENT.
- 5.2 The STATE reserves the right to unilaterally change the use and purpose of any area within STATE right-of-way if deemed necessary for highway purposes. The CITY shall not be entitled to recover ~~of~~ any costs associated with the STATE changing said right of way use and/or purpose.

6. DISPUTES

- 6.1 Any dispute between the CITY and STATE, relating to this AGREEMENT, shall be resolved in accordance with the dispute resolution provision following:

As a condition precedent to the right to seek judicial relief, a PARTY shall first attempt to informally resolve the dispute directly with the other PARTY by giving the other PARTY written notice of the dispute. Such notice shall describe the nature of the dispute, the position of the PARTY giving the notice and the proposed resolution of the dispute in reasonable detail. After such notice is given, the PARTIES shall seek diligently and in good faith to resolve the dispute through face-to-face meetings and other contacts at such level or levels of contact as each PARTY deems necessary and appropriate. If despite such efforts the dispute is not resolved within thirty (30) days after the date the notice is delivered, then either PARTY shall have the right to seek judicial relief.

7. TERMINATION

- 7.1 In the event that the STATE determines that the CITY's landscape and/or fence maintenance work covered under this AGREEMENT is no longer needed the STATE may terminate this AGREEMENT upon 30 days prior written notification to the CITY.

8. LEGAL RELATIONS

- 8.1 The CITY shall protect, defend, indemnify, and hold harmless the STATE, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, the CITY's construction of the FENCE, and/or maintenance of the FENCE and AREA 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 or property) is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence.

8.2 The CITY agrees that its 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 while performing FENCE construction, and/or maintenance of the FENCE and AREA while located on STATE-owned right of way. For this purpose, the CITY, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

8.3 This indemnification and/or waiver shall survive the termination of this AGREEMENT.


9. VENUE

9.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

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

CITY OF SHORELINE

STATE OF WASHINGTON
DEPARTMENT OF
TRANSPORTATION



Print name: Robert L Olander

Title: City Manager

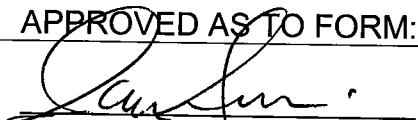
Date: 4/27/06



William S. Vitek, P.E.
Assistant Regional Administrator
King and Snohomish Counties

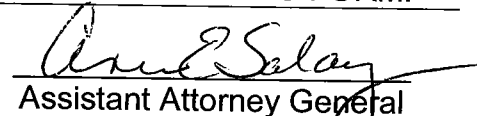
Date: 5-1-06

APPROVED AS TO FORM:

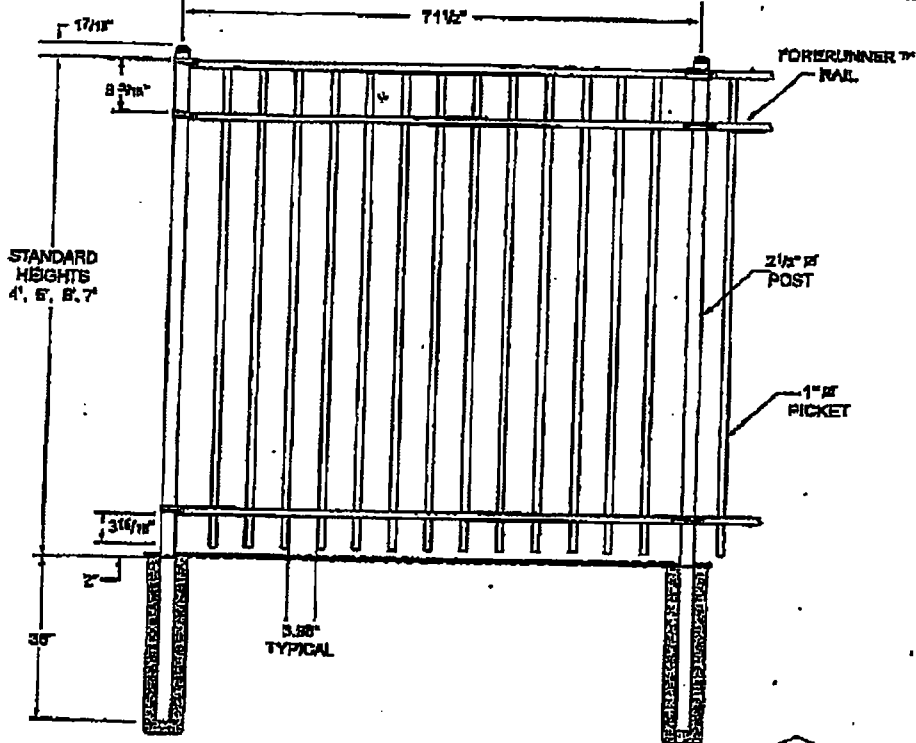

City Attorney

Date: 2/24/06

APPROVED AS TO FORM:


Assistant Attorney General

Date: 2-10-06



STANDARD HEIGHTS
4', 6', 8', 7'

INTERNAL RETAINING ROD
Variable pitch connection system for ease of installation, high angle flexibility and elimination of unsightly external fasteners.

FORERUNNER RAIL (Patent Pending)
"U" Channel - Specially formed high strength architectural shape.

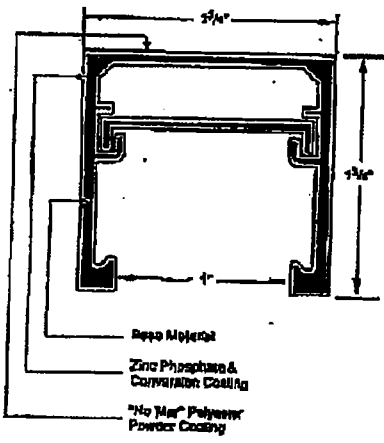
REINFORCED POST
Center rib increases strength against wind loading as well as other horizontally applied forces.

SECURITY FASTENER
One-Way action secures rail and eliminates removal by normal tools.

PANEL BRACKET
Specially designed universal bracket enables easy installation and allows "fine tuning" of panel height and positioning.

GRIPRIB
Gives finished appearance and prevents moisture collection.

INTERNAL GUIDE CHANNEL
Channels forms lower limit of recess for retaining rod. Slides left or right as panel is biased up or down slopes.



Echelon II™

MAJESTIC™ 3-RAIL 6' PANEL

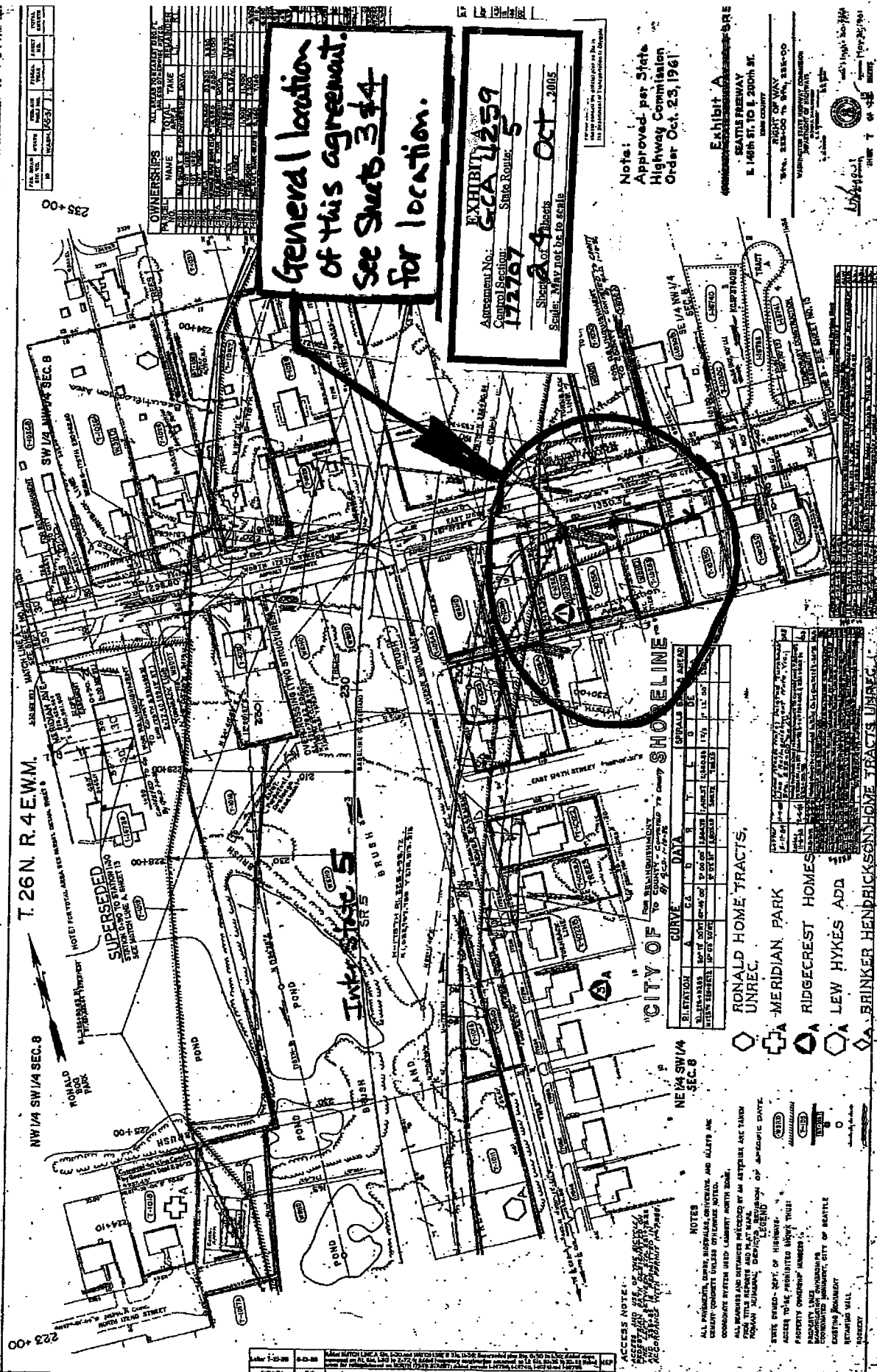
BY: JW	PAGE: 1 OF 1	DATE: 6-21
ORDER:	SCALE: N.T.S.	CH: VV

EXHIBIT A	
Agreement No.:	GCA 4259
Control Section:	State Route: 5
172707	
Sheet 1 of 4 sheets	Oct. 2005
Scale: May not be to scale	

Echelon Drawings for Binder.pptd

P. 1

4253342802



PAR. NO.	DATE	BY	REVISION	SCALE	DATE	BY	REVISION
1	10/23/61						

OWNER'S NAME	DATE	TAKE	REVISION
...

General location of this agreement. See Sheets 3 & 4 for location.

EXHIBIT
 Agreement No. **GCA 4259**
 Control Section: **State Route 5**
 Sheet of **4** sheets
 Scale: **May not be to scale**
 Date: **OCT 20 2015**

Note:
 Approved per State Highway Commission Order Oct. 23, 1961

Exhibit A
 SEATTLE FREEWAY
 E. 148th St. to E. 200th St.

SEQUENCE 9
 1977-78

T. 26 N. R. 4 E. W.M.

NW 1/4 SW 1/4 SEC. 8

223+00

224+00

225+00

CITY OF
 NE 1/4 SW 1/4 SEC. 8

ELEVATION	CURVE	DATA	SERIALS	VALUES
...

RONALD HOME TRACTS, UNREC

MERIDIAN PARK

RIDGECREST HOMES

LEW HYKES ADD

A. BRINKER HENBRICKSON HOME TRACTS UNREC

ACCESS NOTES:

- ALL PROVISIONS OF THE UNIFORM PLAT ACT, REVISIONS AND ALIENS ARE TO BE OBSERVED.
- ALL RIGHTS RESERVED UNDER FEDERAL PATENT LAWS.
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NOTES:
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