



**Washington State
Department of Transportation**

<p align="center">Local Agency Participating Agreement</p> <p align="center">Work by State - Actual Cost</p>		Organization and Address City of Redmond Contract #5439 PO Box 97010 Redmond, WA 98073-9710	
		Section / Location SR 520, T25N, R5E WM Work Order XL2028	
Agreement Number GCA 5095		Description of Work City of Redmond desires a special wall treatment, above the state standard treatment. The walls are: Retaining Wall BL 4 & Retaining Wall BL 5.	
State Route Number 520	Control Section Number 175705		
Region Northwest Region			
Advance Payment Amount 10,366.05			

THIS AGREEMENT, made and entered into this 8th day of March, 2007, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work as herein described, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d), and

WHEREAS, it is deemed to be in the best interest for the STATE to include the necessary items of work in the STATE's construction contract proposed for the improvement of this section of State Highway, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of work described herein.

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:

**I
GENERAL**

The STATE, as agent acting for and on behalf of the LOCAL AGENCY, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY hereby approves the plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

The LOCAL AGENCY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the LOCAL AGENCY. All contact between said inspector and the STATE's contractor shall be through the STATE's representative.

The LOCAL AGENCY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the LOCAL AGENCY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The LOCAL AGENCY may withhold this acceptance of work by submitting written notification to the STATE within the 90-day period. This notification shall include the reasons for withholding the acceptance.

**II
PAYMENT**

The LOCAL AGENCY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the STATE at the LOCAL AGENCY's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the LOCAL AGENCY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The LOCAL AGENCY agrees that if payment for the work is not made within ninety (90) days after receipt of billing the STATE may withhold any tax monies which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund until payment for the work is received by the STATE.

The LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the LOCAL AGENCY. The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

III DELETION OF WORK

In the event the estimate of cost, EXHIBIT "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of costs by more than 15 percent, the LOCAL AGENCY shall have the option of directing the STATE to delete all or a portion of the work covered by this AGREEMENT from the STATE's contract. Except, that this provision shall be null and void if the LOCAL AGENCY's portion of the work exceeds 20 percent of the actual total contract bid price, or if the LOCAL AGENCY is responsible for the costs under state law or the Washington Administrative Code WAC 468-18-040(5)(d).

The LOCAL AGENCY shall have five (5) working days from the date of written notification to inform the STATE to delete the work. Should the LOCAL AGENCY exercise its option to delete the work, the LOCAL AGENCY agrees, upon billing by the STATE, to reimburse the STATE for preliminary engineering costs incurred by the STATE to include the work covered by this AGREEMENT in the STATE's contract.

IV EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by a supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the LOCAL AGENCY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the LOCAL AGENCY.

V RIGHT OF ENTRY

The LOCAL AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway, for the purpose of constructing and if necessary, maintaining said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the LOCAL AGENCY's facilities shall be at the sole cost of the LOCAL AGENCY and without expense to the STATE.

VI LEGAL RELATIONS

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

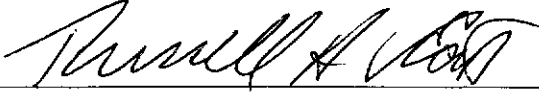
LOCAL AGENCY

By 

Title Mayor

Date 03/02/2007

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By 

Title ARA - Snorking

Date 3/8/07

PS&E JOB NO: 06A026
CONTRACT NO: 000000
WORK ORDER#: XL2028

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ESTIMATES AND BIDS ANALYSIS SYSTEM
*** PRELIMINARY ESTIMATE - BY GROUP ***
GROUP NO : 2

DATE: 01/03/2007 PAGE: 9
TIME: 15:57 VER: 7
DOT_RGG300

PROGRAM ITEM NUMBER : CITY OF REDMOND WALL FINISH
CONSTR. TYPE CODE : K000
PROGRAM CODE : I1
STATE ROUTE(S) : 520
COUNTY : KING
CONTROL SECTION/SALES TAX : 175705 /8.80%
SAFETY CLASS CODE :

FUND NO: 2 PARTICIPANT: REDMOND GCA5095 PARTICIPATION PERCENT: 100.00% MAX AMOUNT:

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
38		SEW REDMOND FINISH	S.F.	12.0000	4,726.00	56,712.00
GROUP 2 BASE SUBTOTAL :						56,712.00
WASHINGTON STATE SALES TAX 8.80% OF \$ 56,712.00						4,990.66
GROUP 2 SUBTOTAL						61,702.66
ENGINEERING 12.00%						7,404.32
GROUP 2 TOTAL						69,106.98

SR 520
W LAKE SAMMAMISH PKWY TO SR 202
FLYOVER RAMP
06A026

Total = \$69,106.98

Extra Work* 25% \$17,269.83

MAXIMUM AMOUNT: \$86,376.81

Per section II PAYMENT

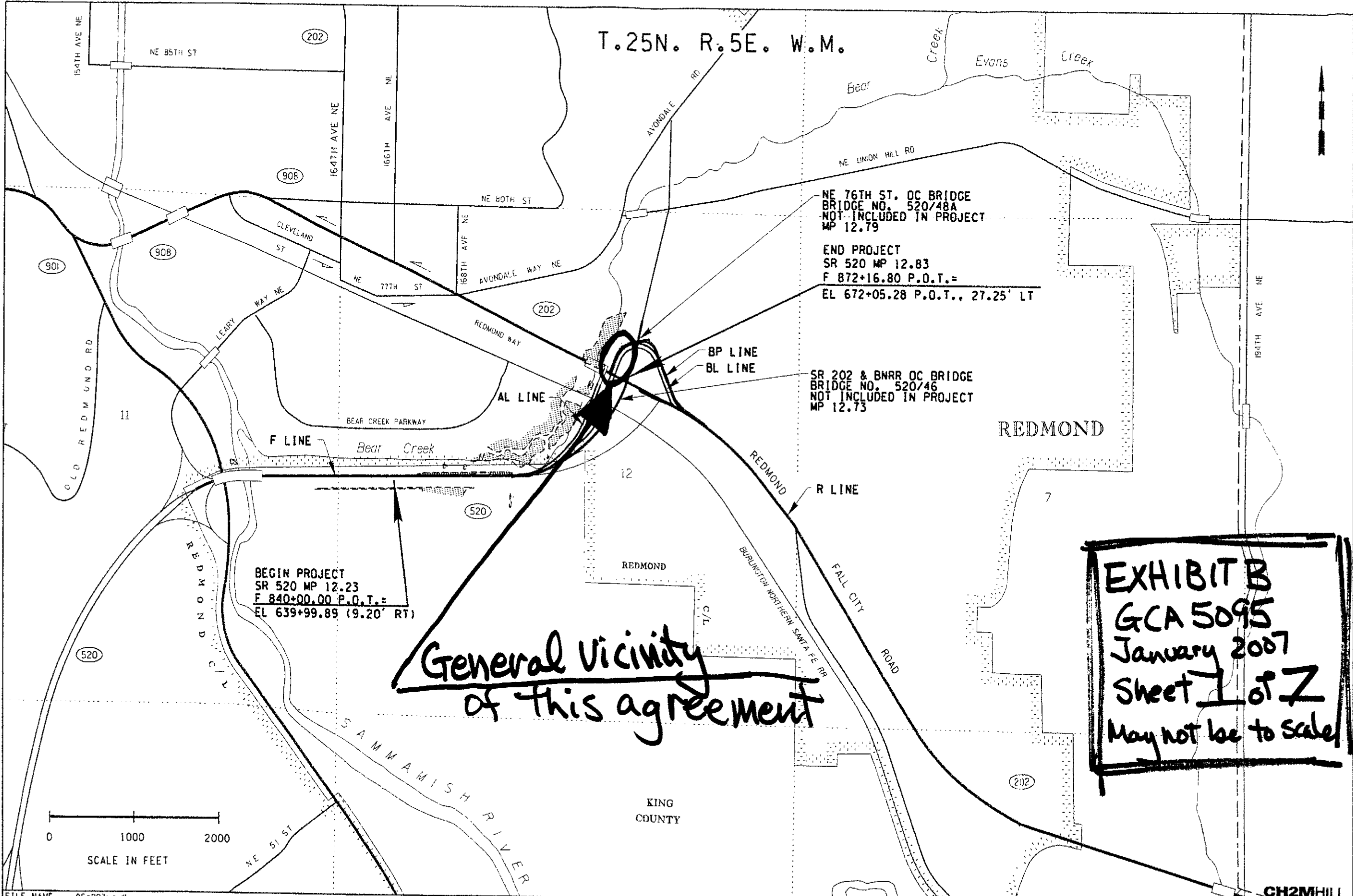
Advanced Payment Amount is 15% of Total.

***Per section IV EXTRA WORK**

In the event unforeseen conditions require an increase in cost of 25% or more from the Total, this agreement can be supplemented, if both parties agree in writing. The "Extra Work" amount above is calculated at 24.99% to show the maximum fiscal responsibility of the city under this agreement. The city is responsible up to the Maximum Amount, as shown above.

No indirect costs are charged, based on Overhead Agreement number OH 1-0028, executed 5/12/1993.

EXHIBIT "A"
GCA 5095
Sheet 1 of 1



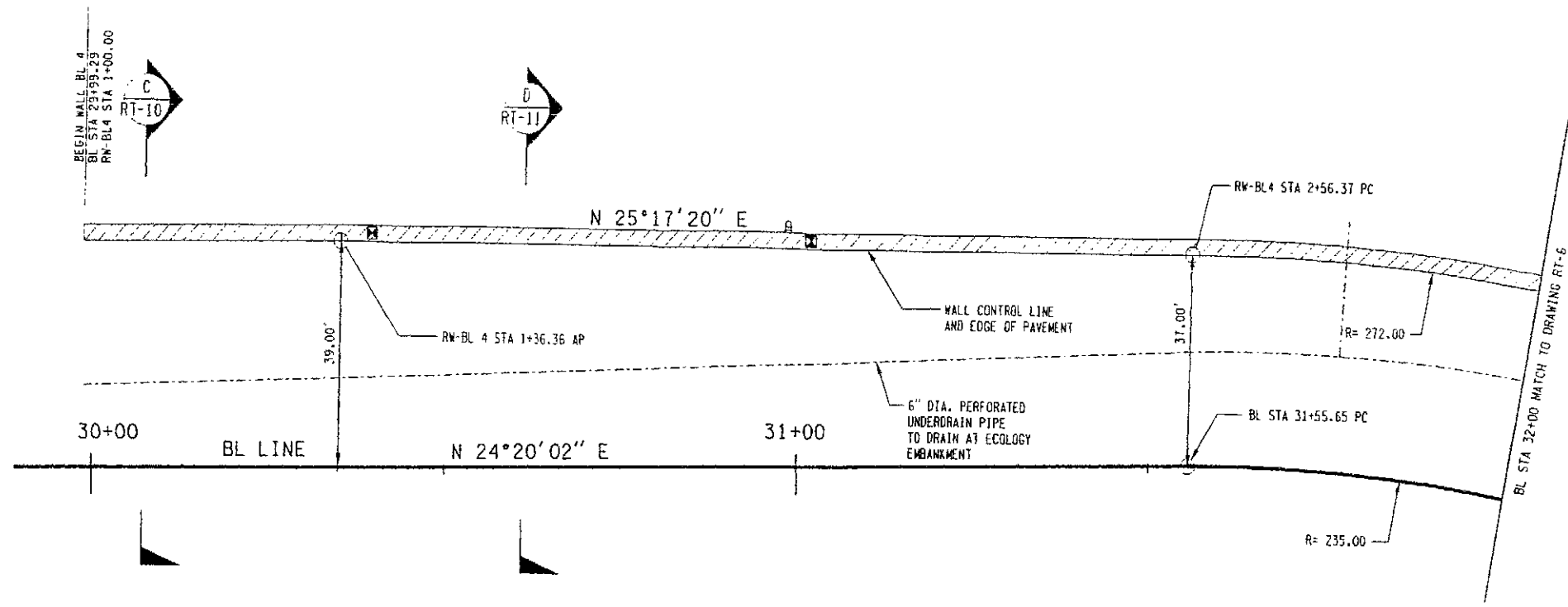
General vicinity of this agreement

EXHIBIT B
GCA 5095
January 2007
Sheet 1 of 7
May not be to scale

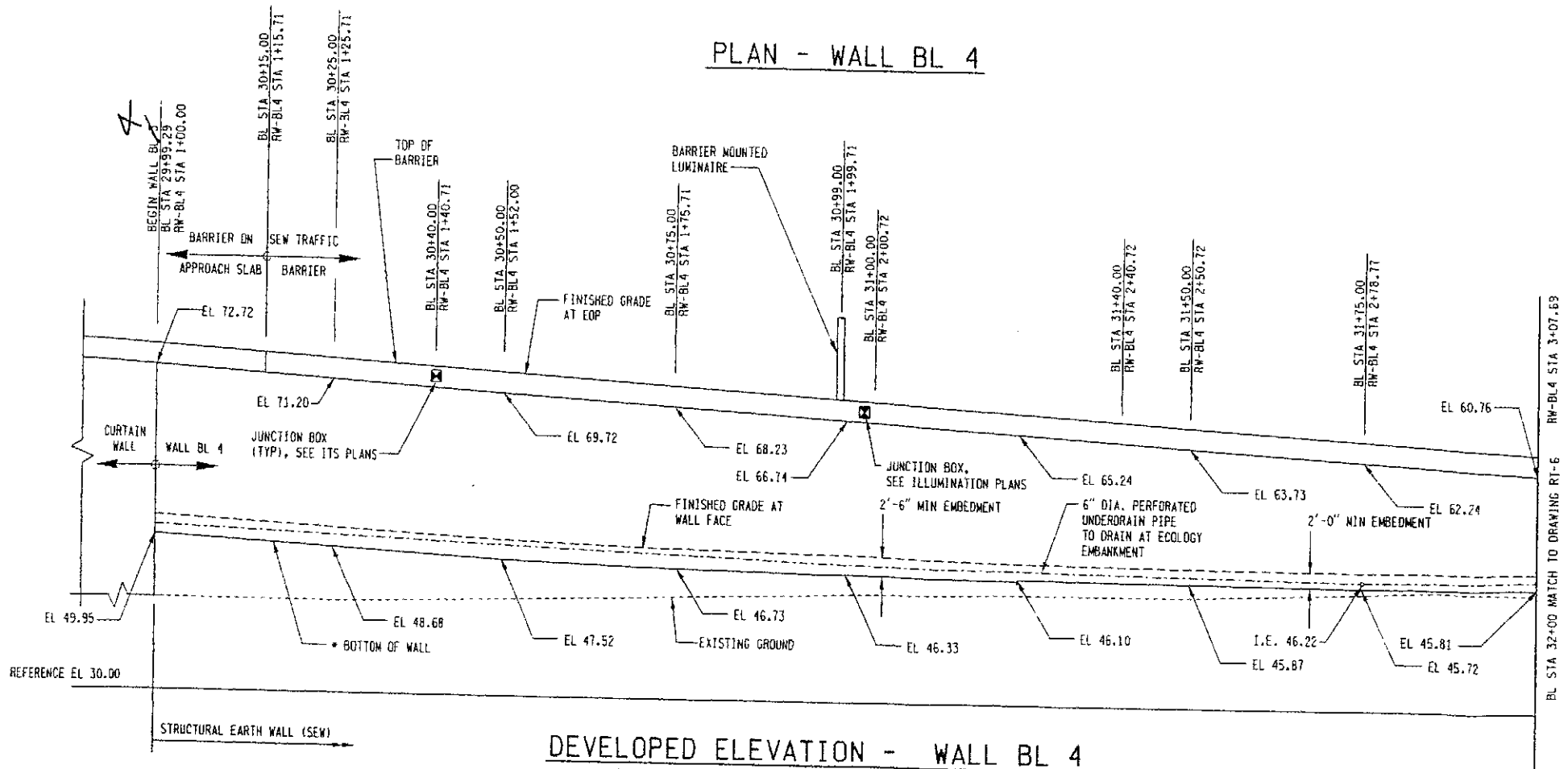
FILE NAME 05s203vc.dlv		REGION NO. 10		STATE WASH		FED. AID PROJ. NO.						SR 520 W LAKE SAMMAMISH PKWY TO SR 202 FLYOVER RAMP		VC-1 SHEET 3 OF 234 SHEETS	
TIME 7:03:16 PM	DATE 12/1/2006	JOB NUMBER 06A026		CONTRACT NO.		LOCATION NO.									
DESIGNED BY C. Hermogenes	ENTERED BY B. McCorkle	REVISION		DATE		BY		P.E. STAMP BOX		P.E. STAMP BOX					
CHECKED BY L. Reid	PROJ. ENGR. M. Moini														
REGIONAL ADM. L. Eng															

PROJECT-NO 184764

CH2MHILL



PLAN - WALL BL 4



DEVELOPED ELEVATION - WALL BL 4

NOTE: FOR APPROACH SLAB AND CURTAIN WALL DETAILS, SEE BRIDGE PLANS.

Exh B
GCA 5095
Jan'07
2/7

* THIS LINE REPRESENTS THE MAXIMUM ELEVATION AT BOTTOM OF WALL FOOTING. THE FINAL WALL FOOTING ELEVATION MAY BE LOWER. THE FINAL FOOTING ELEVATION WILL BE DETERMINED BY THE WALL MANUFACTURER.

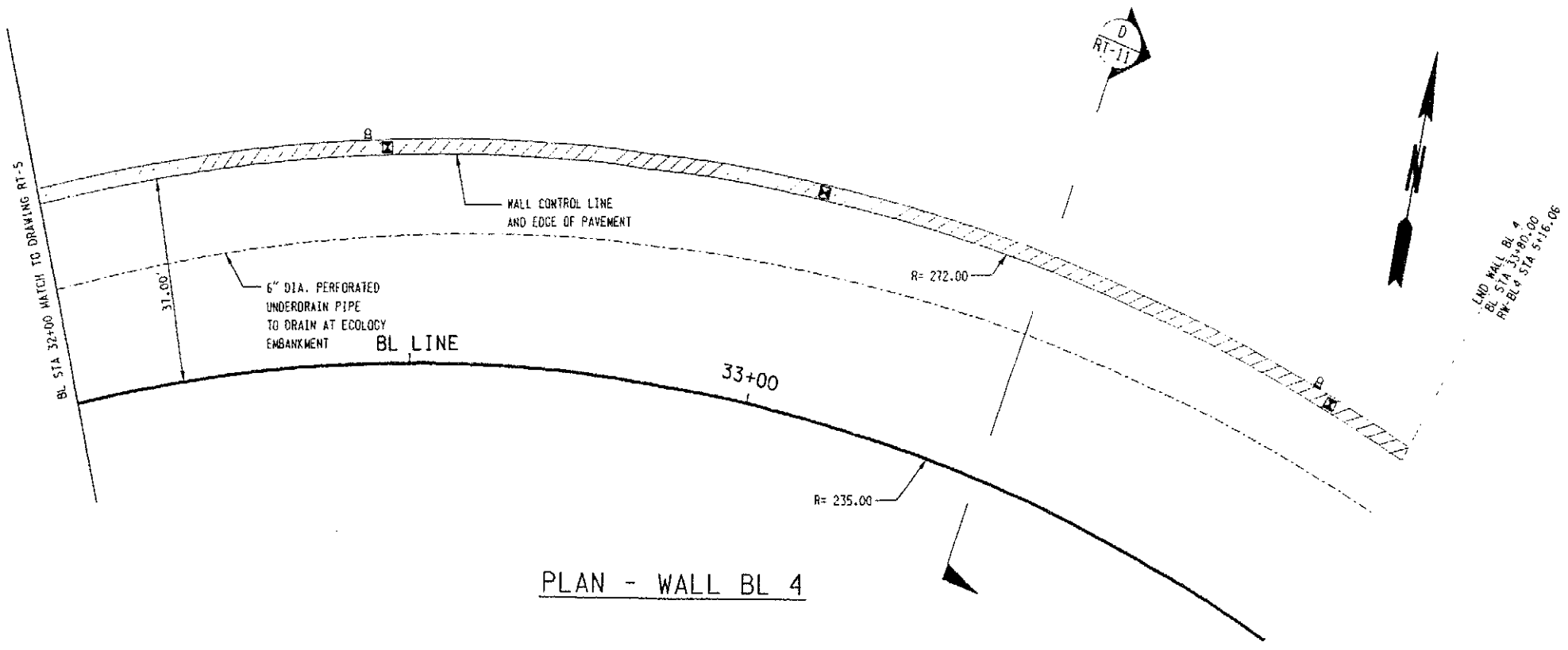
0 10 20
SCALE IN FEET



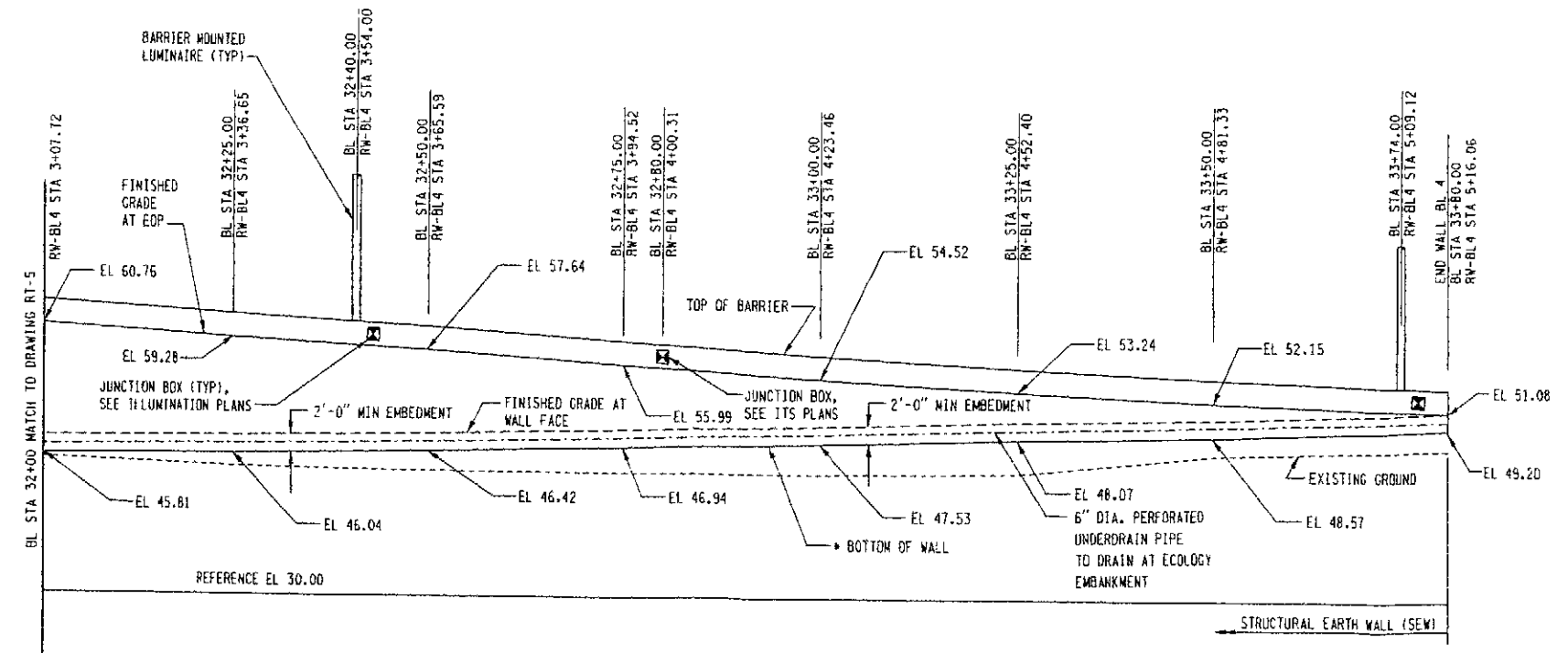
(NAVD) 88

FILE NAME	*****DESIGNFILENAME*****	REGION NO.	STATE	FED.AID PROJ.NO.			SR 520 W LAKE SAMMAMISH PKWY TO SR 202 FLYOVER RAMP	RT-5 SHEET 114 OF 234 SHEETS
TIME	\$TIME\$	10	WASH					
DATE	\$\$\$DATE\$\$\$	JOB NUMBER	CONTRACT NO.	LOCATION NO.	P.E. STAMP BOX	P.E. STAMP BOX	RETAINING WALL BL 4	
DESIGNED BY	E. Kelley							
ENTERED BY	M. Soper							
CHECKED BY	Y. Yang							
PROJ. ENGR.	M. Moini							
REGIONAL ADM.	L. Eng	REVISION	DATE	BY				

PROJECT NO 184764
275204rt.dwg



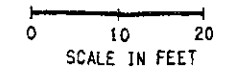
PLAN - WALL BL 4



DEVELOPED ELEVATION - WALL BL 4

Exh B
GCA 5095
Jan 07
3/7

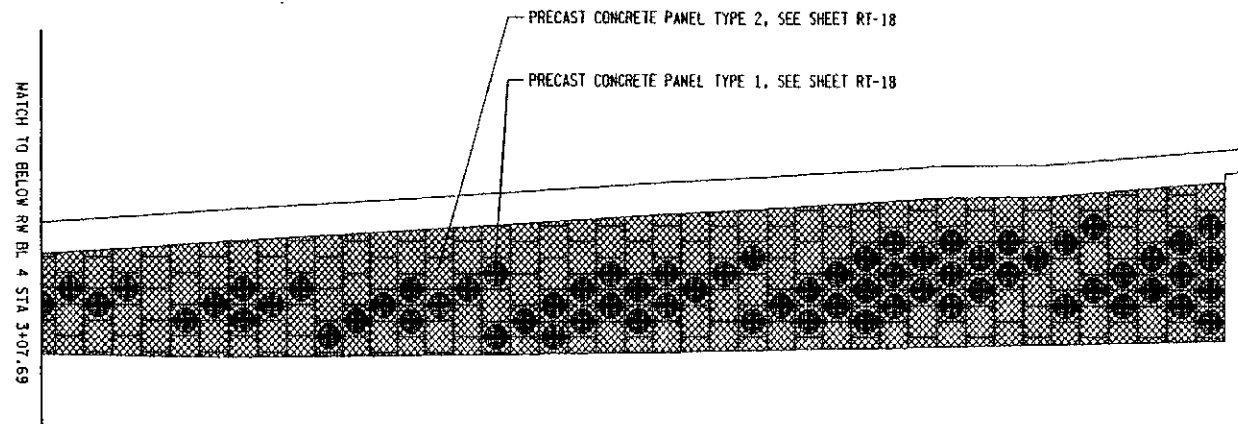
NOTE:
* THIS LINE REPRESENTS THE MAXIMUM ELEVATION AT BOTTOM OF WALL FOOTING. THE FINAL WALL FOOTING ELEVATION MAY BE LOWER. THE FINAL FOOTING ELEVATION WILL BE DETERMINED BY THE WALL MANUFACTURER.



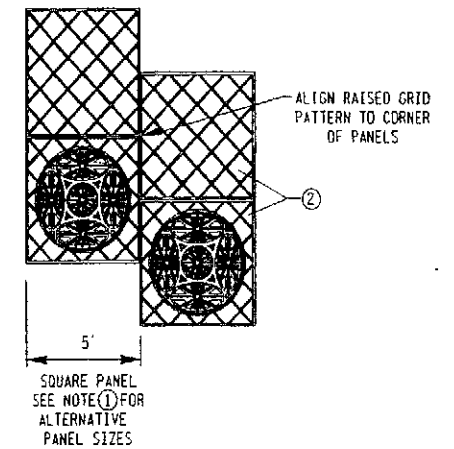
(NAVD) 88

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TIME	*TIME*	10	WASH						
DATE	***DATE***	JOB NUMBER		LOCATION NO.		Washington State Department of Transportation		RETAINING WALL BL 4	SHEET 115 OF 234 SHEETS
DESIGNED BY	E. Kelley	06A026							
ENTERED BY	M. Soper	CONTRACT NO.							
CHECKED BY	Y. Yang	DATE		BY					
PROJ. ENGR.	M. Moini								
REGIONAL ADM.	L. Eng								

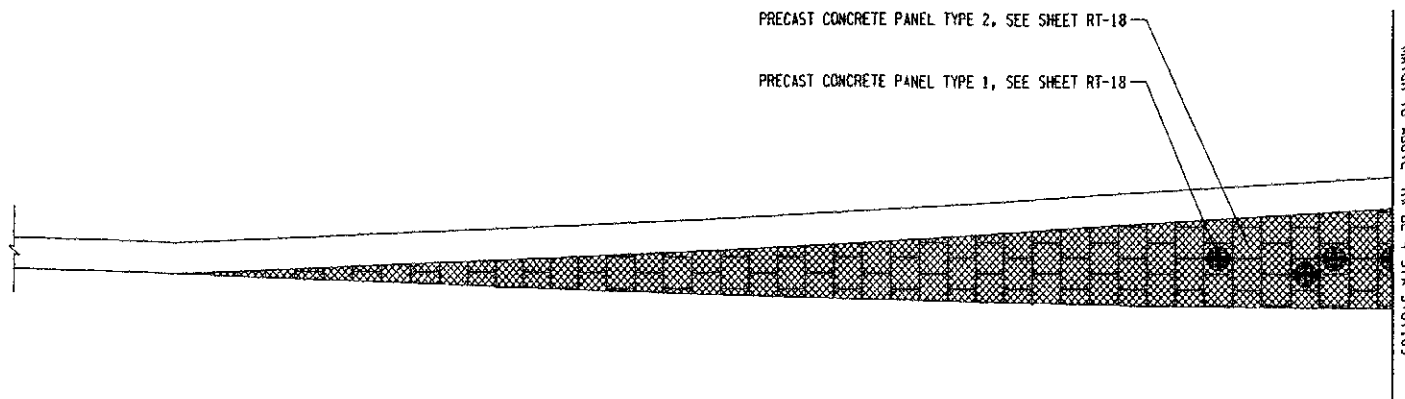
PROJECT NO 194764
275205.r.t.dwg



SEW - PRECAST CONCRETE PANEL ELEVATION - WALL BL 4
NTS



PRECAST CONCRETE PANEL DETAILS
NTS
NOTE: SEE PANEL DETAILS SHEET RT-18



SEW - PRECAST CONCRETE PANEL ELEVATION - WALL BL 4
NTS

GENERAL NOTES:

- SEE SHEETS RT-1 THROUGH 14 FOR SEW WALL AND TRAFFIC BARRIER LOCATIONS.
- THE NUMBER OF PANEL TYPE 1 SHOWN ON THIS PLAN MAY INCREASE OR DECREASE DEPENDING UPON THE ALTERNATIVE SIZE PANELS PROPOSED BY THE CONTRACTOR.
- ENGINEER WILL REEVALUATE THE PANEL LAYOUT AND NUMBER OF PANEL TYPE BEFORE FINAL FABRICATION.

CONSTRUCTION NOTES:

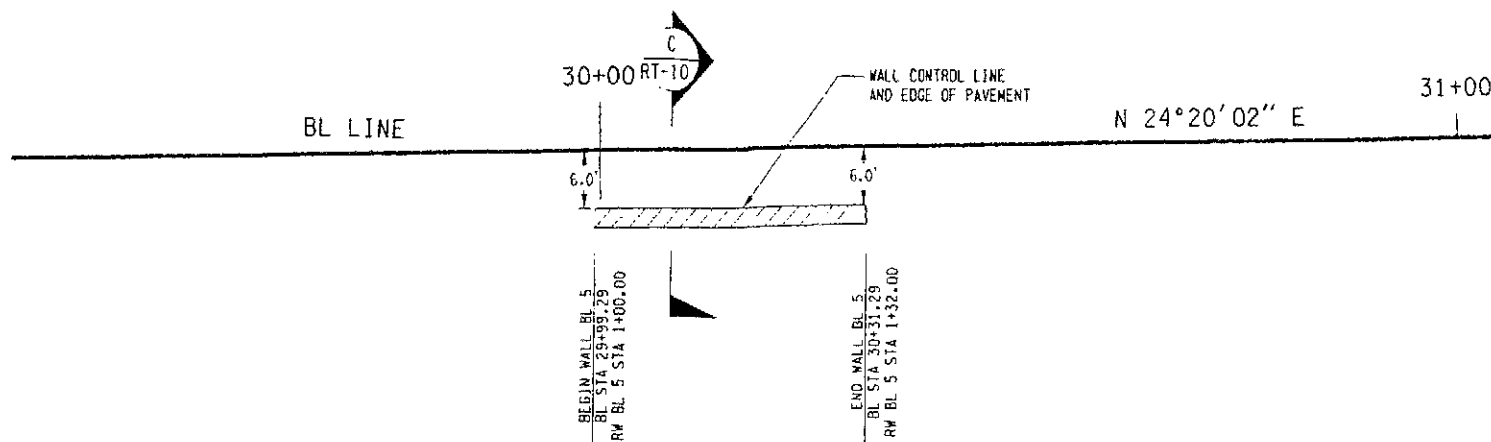
- PANEL ART IS SHOWN ON 5' x 5' SIZED PANEL. THE CONTRACTOR CAN PROVIDE AN ALTERNATIVE SIZE CONFORMING TO A SQUARE GEOMETRY.
- PANEL ART IS RELEVATIVE TO THE PANEL SIZE. PANEL ART SHALL BE REDUCED OR ENLARGED TO SMALLER OR LARGER APPROVED PANELS.

Exh B
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Jan '07
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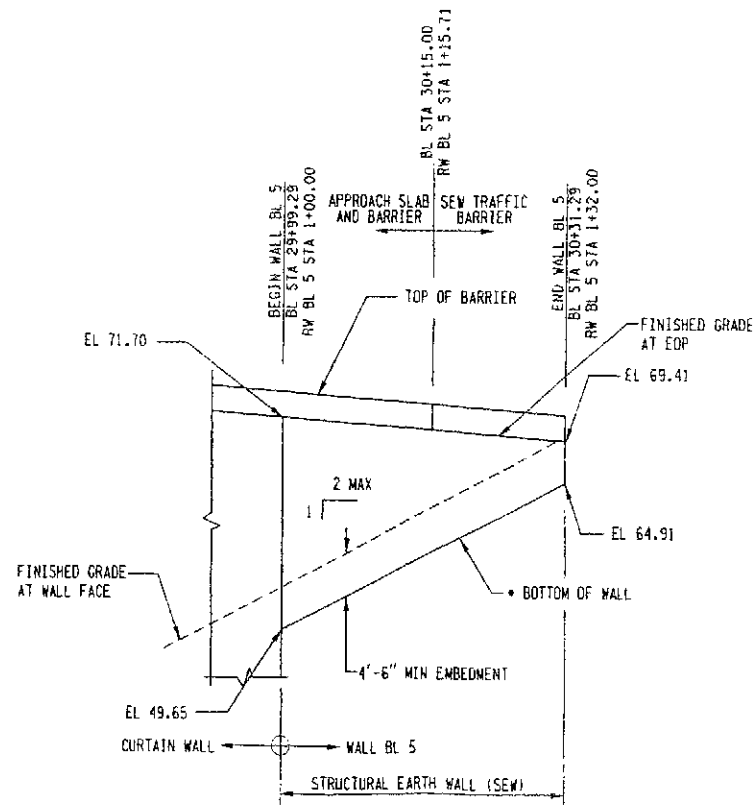
KPG
www.kpg.com

PROJECT NO 184784
275226r-t.dlv

FILE NAME *****DESIGNFILENAME*****		REGION NO. STATE		FED. AID PROJ. NO.		P.E. STAMP BOX		P.E. STAMP BOX		SR 520 W LAKE SAMMAMISH PKWY TO SR 202 FLYOVER RAMP		RT-15	
TIME	\$TIME\$	10	WASH									SHEET 123 OF 233 SHEETS	
DATE	\$\$\$DATE\$\$\$	JOB NUMBER		LOCATION NO.									
DESIGNED BY	E. Kelley	06A026											
ENTERED BY	E. Nelson	CONTRACT NO.											
CHECKED BY	Y. Yang												
PROJ. ENGR.	M. Mo'ini												
REGIONAL ADM.	L. Eng												
REVISION		DATE		BY								RET WALL BL 4 ARCHITECTURAL TREATMENT	



PLAN - WALL BL 5



REFERENCE EL 30.00



(NAVD) 88

DEVELOPED ELEVATION - WALL BL 5

NOTE: FOR APPROACH SLAB AND CURTAIN WALL DETAILS, SEE BRIDGE PLANS.

NOTE:

• THIS LINE REPRESENTS THE MAXIMUM ELEVATION AT BOTTOM OF WALL FOOTING. THE FINAL WALL FOOTING ELEVATION MAY BE LOWER. THE FINAL FOOTING ELEVATION WILL BE DETERMINED BY THE WALL MANUFACTURER.

Exh B
GCA 5095
Jan '07
5/7

0 10 20
SCALE IN FEET



FILE NAME *****DESIGNFILENAME*****

TIME \$TIME\$

DATE \$\$\$DATE\$\$\$

DESIGNED BY E. Kelley

ENTERED BY M. Soper

CHECKED BY Y. Yang

PROJ. ENGR. M. Moini

REGIONAL ADM. L. Eng

REGION NO.

10 WASH

JOB NUMBER

06A026

CONTRACT NO.

FED. AID PROJ. NO.

LOCATION NO.



P.E. STAMP BOX

P.E. STAMP BOX



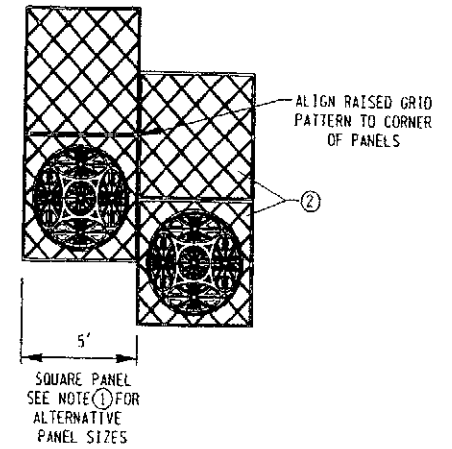
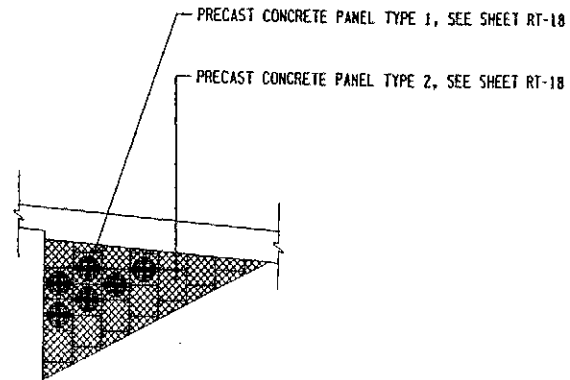
SR 520
W LAKE SAMMAMISH PKWY TO SR 202
FLYOVER RAMP

RETAINING WALL BL 5

RT-7

SHEET 116 OF 234 SHEETS

PROJECT NO 184764
7522301.dwg



PRECAST CONCRETE PANEL DETAILS

NTS
NOTE: SEE PANEL DETAILS SHEET RT-18

SEW - PRECAST CONCRETE PANEL ELEVATION - WALL BL 5
NTS

GENERAL NOTES:

1. SEE SHEETS RT-1 THROUGH 14 FOR SEW WALL AND TRAFFIC BARRIER LOCATIONS.
2. THE NUMBER OF PANEL TYPE 1 SHOWN ON THIS PLAN MAY INCREASE OR DECREASE DEPENDING UPON THE ALTERNATIVE SIZE PANELS PROPOSED BY THE CONTRACTOR.
3. ENGINEER WILL REEVALUATE THE PANEL LAYOUT AND NUMBER OF PANEL TYPE BEFORE FINAL FABRICATION.

CONSTRUCTION NOTES:

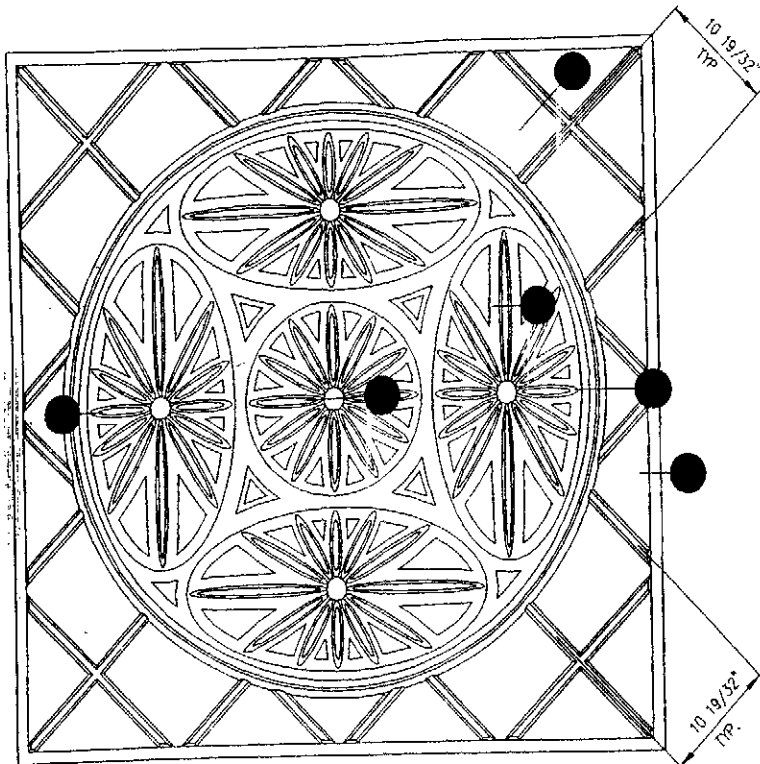
- ① PANEL ART IS SHOWN ON 5' x 5' SIZED PANEL. THE CONTRACTOR CAN PROVIDE AN ALTERNATIVE SIZE CONFORMING TO A SQUARE GEOMETRY.
- ② PANEL ART IS RELATIVE TO THE PANEL SIZE. PANEL ART SHALL BE REDUCED OR ENLARGED TO SMALLER OR LARGER APPROVED PANELS.

Exh B
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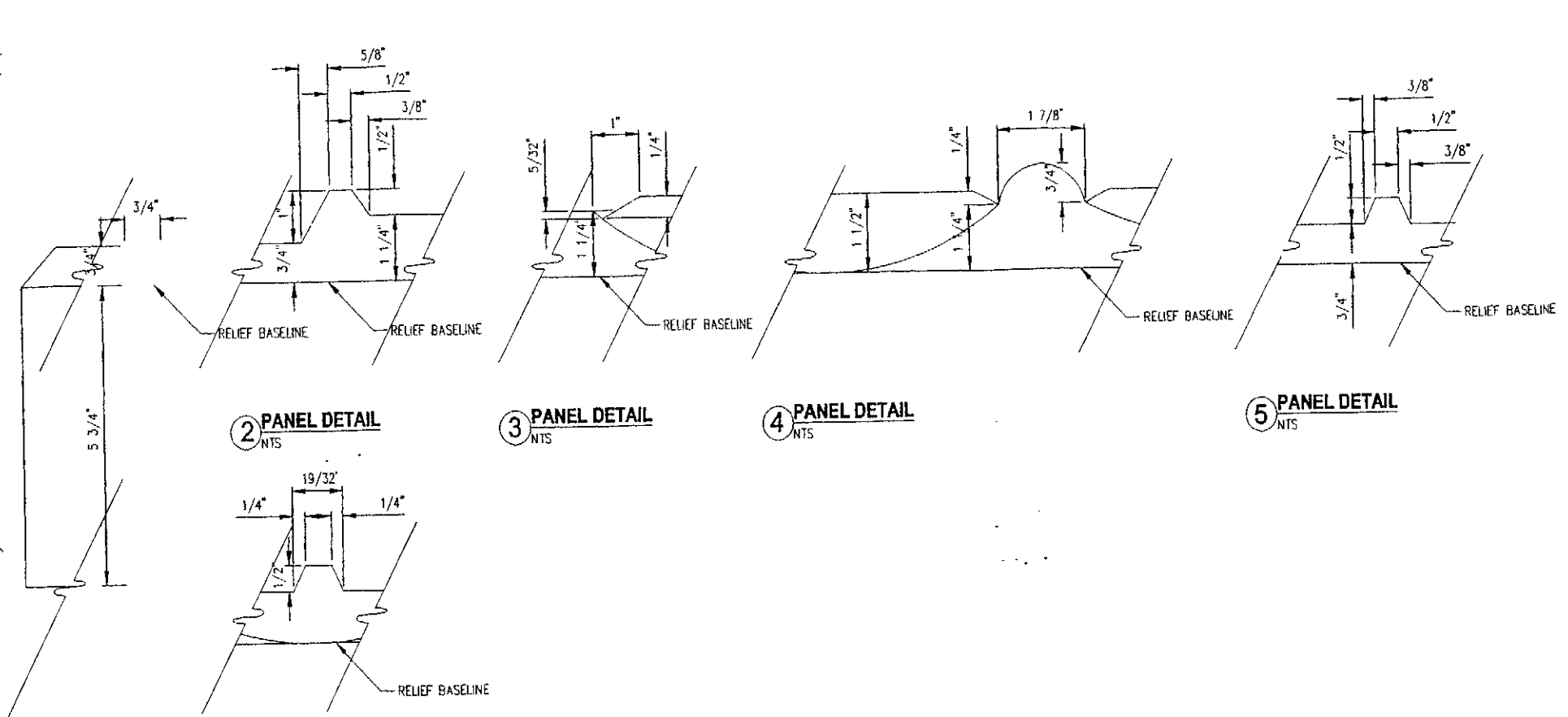
KPG
www.kpg.com

FILE NAME *****DESIGNFILENAME*****		REGION NO. STATE		FED.AID PROJ.NO.											
TIME	\$TIME\$	10	WASH												
DATE	****DATE***	JOB NUMBER		LOCATION NO.											
DESIGNED BY	E. Kelley	06A026													
ENTERED BY	E. Nelson	CONTRACT NO.													
CHECKED BY	Y. Yang														
PROJ. ENGR.	M. Mo'ini														
REGIONAL ADM.	L. Eng														
REVISION		DATE		BY		P.E. STAMP BOX		DATE		P.E. STAMP BOX		DATE			
										SR 520 W LAKE SAMMAMISH PKWY TO SR 202 FLYOVER RAMP		RT-16 SHEET 124 OF 233 SHEETS			
										RET WALL BL 5 ARCHITECTURAL TREATMENT					

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SEW - PRECAST CONCRETE PANEL - TYPE 1
NTS



2 PANEL DETAIL
NTS

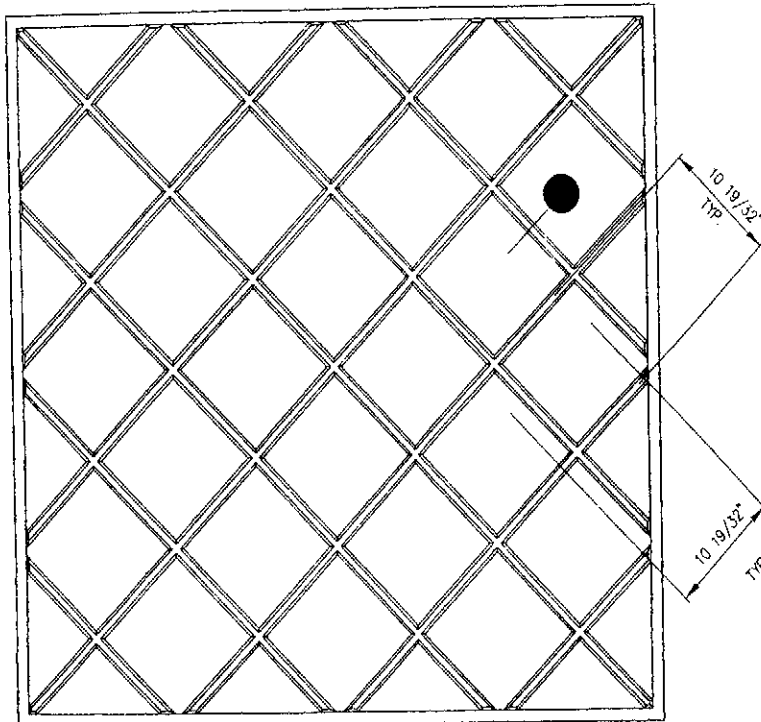
3 PANEL DETAIL
NTS

4 PANEL DETAIL
NTS

5 PANEL DETAIL
NTS

1 PANEL DETAIL
NTS

6 PANEL DETAIL
NTS



SEW - PRECAST CONCRETE PANEL - TYPE 2
NTS

GENERAL NOTES

1. ENGINEER SHALL PROVIDE ELECTRONIC FILE IN AUTOCAD 2007 AND INDESIGN FOR PRECAST MOLD FABRICATION.
- 2.

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Jan '07
7/7

KPG
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FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$	REGION NO.	STATE	FED. AID PROJ. NO.	<p>Washington State Department of Transportation</p>	<p>SR 520 W LAKE SAMMAMISH PRKY TO SR 202 FLYOVER RAMP</p>	<p>RT-17</p>
TIME	\$TIME\$	10	WASH				
DATE	\$\$\$DATE\$\$\$	JOB NUMBER			<p>DATE</p>	<p>DATE</p>	<p>WALL ARCHITECTURAL DETAILS</p>
DESIGNED BY	PAUL FUESEL	CONTRACT NO.					
ENTERED BY	PHUONG NGUYEN	LOCATION NO.			P.E. STAMP BOX	P.E. STAMP BOX	<p>SHEET 125 OF 233 SHEETS</p>
CHECKED BY	PAUL FUESEL						
PROJ. ENGR.	D. Edwards						
REGIONAL ADM.	L. Eng	REVISION	DATE	BY			

PROJECT NO 184784