

AGR 2-2

GM 1268

EXHIBIT #17

I-90 TURNBACK AND LANDSCAPE MAINTENANCE AGREEMENT

PHASE I - MERCER ISLAND AND WSDOT

This Agreement is entered into between the City of Mercer Island, an Optional Municipal Code City of the State of Washington, hereinafter the "City" and the Washington State Department of Transportation, an agency of the State of Washington, hereinafter the "WSDOT".

It is hereby agreed between the City and the WSDOT as follows:

1. This Phase I Agreement is intended to cover those areas depicted in color on the attached map, Exhibit 1 hereto, which is incorporated herein by reference. The areas include acceptance by the City of the turnback and relinquishment of and/or transfer of ownership by WSDOT of certain rights-of-way, roadways, and slope/construction easements. The areas also include the extra-wide structures which cross over I-90 and also include those irregular pieces of property north of the I-90 major retaining walls and between 76th Avenue SE and East Mercer Way which are currently within WSDOT right-of-way.
2. The City agrees to accept maintenance responsibility for each of the areas shown on Exhibit 1, upon certification by the WSDOT that all construction work has been completed in that specific area in accordance with the approved contract plans and specifications and that the area is not needed for construction of the present I-90 project. Prior to acceptance of maintenance responsibility by the City, the City and WSDOT shall jointly conduct a field review and mutually agree that the area has been completed in conformance with the approved contract plans and specifications.
3. City maintenance responsibility will involve all street and landscape maintenance and operation within areas shown in Exhibit 1 provided, however, that WSDOT will remain responsible for structures and structural maintenance of retaining walls and overcrossings within the State right-of-way.
4. City landscape maintenance responsibility will commence three (3) years after the State has certified that landscaping has been completed in accordance with contract plans.
5. WSDOT agrees to reimburse the City in the amount of Sixty-eight thousand dollars (\$68,000.00) per year for maintenance of the areas depicted on Exhibit 1. This payment will be adjusted for inflation annually using the State of Washington CPIW (September to September), with 1986 as a base year. Provided,

however, that the full payment of \$68,000.00 per year (plus inflation) will only be due and payable when all of the areas shown on Exhibit 1 are assumed for maintenance by the City. Prior to that time, WSDOT responsibility to the City will be on a prorated basis in terms of percentage of total area assumed by the City for maintenance.

Payments will be made by WSDOT to the City on a semi-annual basis on July 1 and January 1 of each year upon receipt of a statement from the City certifying that the maintenance services have been performed. If maintenance responsibility is assumed by the City at a time other than January 1 of any given year the payment by WSDOT will be prorated over the portion of the year in which the maintenance services are performed.

6. WSDOT agrees to the following plan for installation of traffic signals on Mercer Island. Exhibit 2 hereto, which is incorporated herein by reference shows the appropriate signal number reference to be used in the following schedule:

Signal No.	Constructed By	To be Maintained & Operated by	Notes
1	WSDOT	WSDOT	
2	WSDOT	WSDOT	Temp. Signal
3	WSDOT	WSDOT	
4	WSDOT	WSDOT	When warranted
5	WSDOT	WSDOT	
6	WSDOT	WSDOT/City at time of turnback	City standards
7	WSDOT	WSDOT Detour/City at time of turnback	City standards
8	WSDOT	WSDOT Detour/City at time of turnback	City standards
9	City	City	
10	City	City	
11	City	City	
12	WSDOT	WSDOT	
13	WSDOT	WSDOT	

For Signals 6, 7 and 8, the State is obligated to install span wires and if mast arm installations are later requested by the City, the City will be obligated to pay the difference in cost.

7. When mutually agreed, a separate agreement will be prepared giving the City full construction administration and inspection responsibility for landscaping projects which the City will maintain. Similar to City administered contracts for utilities, City will be responsible to see that the work is done according to the contract plans. Change orders will require WSDOT and FHWA approval. Construction administration and inspection charges will be reimbursed in full on a regular basis in accordance with a City/State Construction Agreement. The City at its option will be allowed to utilize a professional landscape architect to perform the work. Construction administration charges will have an agreed maximum dollar amount specified in the agreement.

8. Where the City has agreed to accept maintenance responsibility, the landscape design and materials to be used will be consistent with those set forth in that document entitled "SR90 Mercer Island Landscape Plan Agreement Y-3138", Washington State Transportation Jongejan-Gerrard-McNeal Landscape Architects, dated December, 1985 and the Mercer Island landscape design reports dated October, 1971 and May 1972. It is recognized that the landscape plan is consistent with the requirements of the environmental impact statement which has been approved for the I-90 project. However, tree sizes at planting time shall conform to the sizes and percentages presented in the MacLeod Reckord report dated February 5, 1986 which was done for the city. Species of plants will be modified at the request of the City to ensure survival.

9. It is agreed that the City will have the opportunity to review the final landscape plans, specifications and estimate (PS&E) for each project which has been approved by the WSDOT in Olympia before the final PS&E will go to advertisement for bid. Such review will be allowed at least two weeks prior to that date to ensure incorporation of the City's comments at earlier stages of PS & E development.

It is understood and agreed that this Phase I Agreement has been approved by the City and WSDOT and that the parties signatory hereto are authorized to sign on behalf of WSDOT and the City.

DATED this 28th day of January, 1987.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION,

By: 
Brian Henkel

CITY OF MERCER ISLAND
STATE OF WASHINGTON

By: 
Ronald C. Dickinson