



<p>Maintenance Agreement</p> <p>Work by WSDOT for Other State, Federal, and Local Governmental Agencies</p> <p>(Total Cost of Agreement May Not Exceed \$50,000 Per Year)</p>	<p>Agency and Billing Address</p> <p>City of Olympia PO Box 1967 Olympia, WA 98507-1967</p>	<p>Agreement Number JC-9544</p>
	<p>Contact Name/Phone # Fran Eide, City Engineer (360) 753-8422</p>	
	<p>Federal Tax ID # 916001261</p>	
	<p>Estimated Costs</p> <p>\$14,000.00</p>	
<p>Description of Work</p> <p>Olympia Woodland Trail Landscaping Improvements.</p> <p>Exhibit A - Description of Work and Cost Estimate. Exhibit B - Plan</p>		

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named governmental agency, hereinafter the "AGENCY,"

WHEREAS, the AGENCY has requested and the WSDOT has agreed to perform certain work as described above,

NOW THEREFORE, pursuant to chapter 39.34 RCW, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the AGENCY.
- 1.2 The AGENCY agrees, in consideration of the faithful performance of the above described work to be done by the WSDOT, to reimburse the WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

2. PAYMENT

- 2.1 The estimated cost of the work is stated above. The AGENCY agrees to set aside funds for payment to the WSDOT in this amount.
- 2.2 The AGENCY agrees to pay the WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the AGENCY is a county or city, the AGENCY agrees that if it does not make payment as provided under the terms of this Agreement, the AGENCY authorizes the WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the AGENCY.
- 2.4 The AGENCY agrees further that if payment is not made to the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.

3. INCREASE IN COST

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the AGENCY of increased costs as they become known.

4. RIGHT OF ENTRY

4.1 The AGENCY grants to the WSDOT a right of entry upon all land in which the AGENCY has interest for the purpose of accomplishing the work described above.

5. TERMINATION CLAUSE

(Check the Appropriate Box Below)

- 5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the AGENCY for work completed by the WSDOT as of the effective date of termination.
- 5.2 This Agreement will terminate upon completion of the work described herein.

6. DISPUTES AND VENUE

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the AGENCY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

7. MODIFICATION

7.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.	
REQUESTING AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: <i>Francine R. Eide</i>	By: <i>[Signature]</i>
Printed: <i>Francine R. Eide</i>	Printed: <i>John E. WYNALDS</i>
Title: <i>City Engineer</i>	Title: <i>Assistant Region Admin, PD</i>
Date: <i>9/8/08</i>	Date: <i>9/9/08</i>

This Agreement was approved as to form by AAG Ann E. Salay on February 7, 2008

JC-9544
Exhibit A

**Olympia Woodland Trail Improvement – Scope of Work, Cost Estimate and
Schedule
for WSDOT Olympic Region Roadside Restoration Crew**

Tasks

1. Weed Treatment: WSDOT crew will spot weed with Roundup/Aquamaster in existing planting beds. Treatments will comply with the City of Olympia's Integrated Pest Management Plan.

Project Area: Olympia Woodland Trail corridor from Boulevard Road to the Chehalis-Western Trail.

Cost Estimate and Schedule

Labor, Equipment, and Materials (herbicides): 4 days @ \$2,000/day = \$8,000

Fall 2008, and Spring and Fall 2009

2. Planting Bed Preparation: WSDOT crew will prepare three planting areas for Woodland Trail Greenway Association (WTGA) and Volunteer in Parks (VIP) fall planting events. They will apply herbicides, mow, spread compost & mulch, dig planting holes and layout plants to be planted by volunteers. All compost, mulch, and plants have been provided and are on site.

Project Areas

Boulevard Road Site: The area on either side of the paved connector trail east of Boulevard Road. All work must be on City of Olympia Woodland Trail property. No work is permitted on adjacent WSDOT and County property. Work cannot extend into wetland on east side of connector trail.

Dayton Street Site: Extends from Dayton Street east on south side of the Olympia Woodland Trail along embankment in front of the Doors Unlimited industrial site. Work limit is City of Olympia Woodland Trail property. No work is permitted on adjacent private property.

Rail Spur Site: Area behind Georgia-Pacific and west of Fones Road.

Cost Estimate and Schedule

Labor, Equipment, and Materials (herbicides): 3 days @ \$2,000/day = \$6,000

Sept 2008 – hauling soil products to Dayton and Boulevard Road segments

October 2008 – plant layout for Dayton Segment

November 2008 – plant layout for Boulevard Road connector trail

Agreement Total = \$14,000

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Exhibit B

