CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

To: Dave Ramsay, City Manager

From: David Godfrey, P.E., Transportation Engineering Manager

Date: March 4, 2010

Subject: Resolution and Agreement for Bicycle Wayfinding

RECOMMENDATION:

It is recommended that the Council approve the attached resolution authorizing the City Manager to sign an interlocal agreement for bicycle wayfinding signs and markings.

BACKGROUND DISCUSSION:

As a part of the federal Congestion Mitigation and Air Quality Program distributed through the King County Non-Motorized process, the cities of Kirkland, Bellevue, Bothell, Issaquah and Redmond made a joint application for $443,198 to install a coordinated set of bicycle wayfinding signs and markings throughout the Eastside. Local match is 13.5% of the total project cost and Kirkland's match is available from existing budget. Bellevue prepared the grant application and is the lead agency. The project was awarded $150,493 of the grant funds requested (See table 1). The rest of the request, $292,405, was placed first on a contingency list and it's likely, but not guaranteed, that the remainder of the original request will be awarded later this year. Phase 1 funding was divided amongst the cities in proportion to the total amount requested by each city. A portion of Kirkland's request was for markings that are placed at traffic signal detectors so that cyclists know where to stop in order to activate the signal, as tested in a pilot marking project that was completed last summer. Completing both wayfinding and pavement markings as described in the grant are objectives in the Active Transportation Plan. The other cities are requesting only wayfinding signs. Installation of signs and markings funded by the initial grant is scheduled for completion late this summer.

Table 1. Grant funds and match funds, by phase; Kirkland's portion and partner city's portion. The required match for the federal funds is 13.5%

	Entire Project			Kirkland Portion		
Phase	**Grant**	**Match**	**Total**	**Grant**	**Match**	**Total**
Current	$150,493	$23,487	$173,980	$21,069	$3,288	$24,357
Future	$292,405	$45,683	$338,388	$40,458	$6,315	$46,773
Total	$443,198	$69,170	$512,368	$61,527	$9,603	$71,130

Staff from the grant cities have agreed upon a set of guidelines that will be used to insure that the signing is consistent across jurisdictions. Map 1 shows proposed routes that may be marked for each city, Kirkland's routes are shown in red. The Kirkland routes includes the bicycle network as defined in the Active Transportation Plan. Not all of the routes must be marked, but the terms of the grant require that signing is limited to these routes. The map also shows, in green, routes that staff has proposed for signing from the initial funding. In Kirkland this includes the Lake Washington Boulevard/Lake Street/Market Street/100th corridor and the NE 70th and NE 116th Street corridors. In general, wayfinding signs will be placed where bicycle routes intersect. The exact number and location of signs and markings will be determined after more design work is completed.

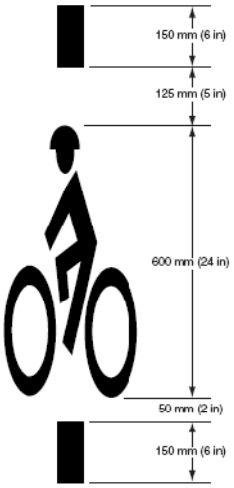
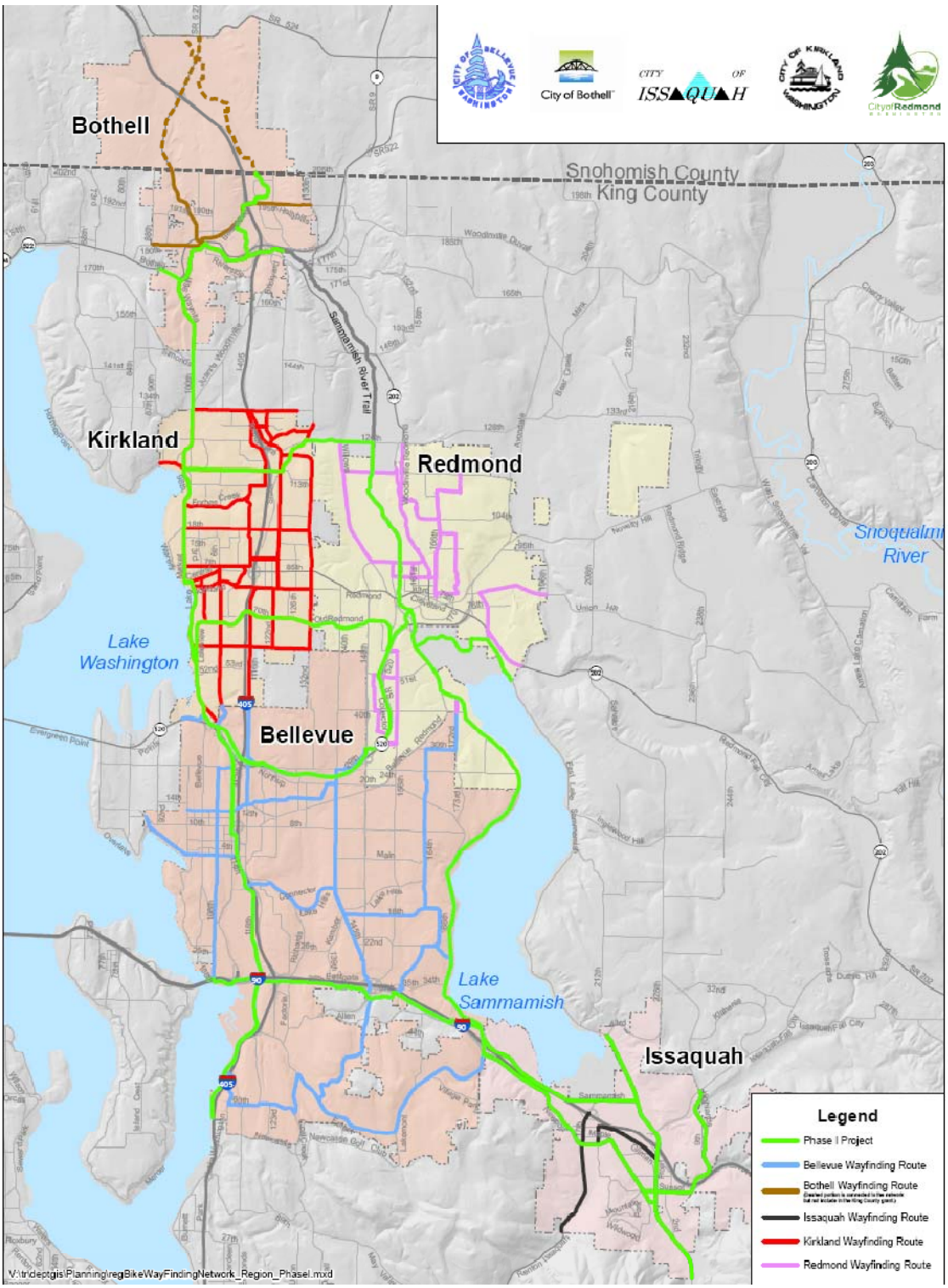


Figure 1. Example of wayfinding signs (right), and pavement markings (left).



MAP 1. Eastside cities bicycle wayfinding routes. Eligible routes for each city are shown. Phase 1 routes are shown in green.

Council Meeting: 03/16/2010
Agenda: Other Business
Item #: 8. h. (1).

RESOLUTION R-4808

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ENTERING INTO AN INTERLOCAL AGREEMENT WITH OTHER EASTSIDE CITIES FOR THE PURPOSE OF INSTALLING GRANT FUNDED BICYCLE WAYFINDING SIGNS AND PAVEMENT MARKINGS.

WHEREAS, the City of Kirkland Comprehensive Plan supports developing a multimodal transportation system including bicycle facilities; and

WHEREAS, the City of Kirkland Active Transportation Plan adopted by the Kirkland City Council on March 3, 2009 also supports development of facilities for bicycle transportation; and

WHEREAS, Objective G 8.1 of the Active Transportation Plan specifically calls for development and implementation of a bicycle wayfinding system and Objective G 8.4 of the Plan calls for installation of pavment markings to aid bicycle travel; and

WHEREAS, The cities of Kirkland, Bellevue, Bothell, Issaquah and Redmond have jointly applied for and received grant funding for bicycle wayfinding signs and pavement markings; and

WHEREAS, the cities are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement for the East King County Bicycle Wayfinding Project substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____, 2010.

_____
MAYOR

Attest:

_____
City Clerk

Exhibit A

INTERLOCAL AGREEMENT

Between

City of Bellevue, WA

And

Cities of Bothell, Issaquah, Kirkland, and Redmond

For the

East King County Bicycle Wayfinding Project

PARTIES

The parties to this agreement are the City of Bellevue (hereinafter referred to as "Bellevue") and the cities of Bothell, Issaquah, Kirkland, and Redmond (hereinafter referred to as "Bothell," "Issaquah," "Kirkland," and "Redmond") or collectively the five cities may be referred to as the "Parties."

PURPOSE

This Memorandum of Agreement (Agreement) between the parties sets forth the working principles and responsibilities for the implementation of the East King County Bicycle Wayfinding Project as funded through the 2009 King County Non-Motorized Program.

FUNDING BACKGROUND

In Spring 2009, the Parties, with Bellevue as the sponsoring agency, applied for $443,198 in federal Congestion Mitigation and Air Quality Program funding through the King County Non-Motorized Program. The project description stated:

Five cities are partnering to implement a coordinated and comprehensive Wayfinding Program along high priority bicycle corridors in Bellevue, Bothell, Issaquah, Kirkland, and Redmond. Once completed, approximately 1,100 wayfinding signs or pavement markings directing bicyclists to distinct neighborhoods, destinations, and regional trail facilities will be installed on 55-60 corridors throughout East King County.

The application detailed the request and commitments per city (See Attachment A for map of corridors):

Corridors	Example Destinations	# Signs or Pavement Markings	Total Cost	Grant Funded	Local Match
Bellevue					
Lake Washington Loop Trail, 118th Avenue NE, 140th Avenue NE/145th Place, 164th Avenue, West Lake Sammamish Parkway, 520 Trail, Lake to Lake Trail, Lake Washington Boulevard/SE 60th/Coal Creek Parkway/Forest Drive/Lakemont Boulevard	Mercer Slough, Enatai Beach Park, Bellevue High School, Newcastle Beach Park, Bellevue Golf Course, Crossroads Community Center, Crossroads Mall, Interlake High School, Wilburton Hill Park and Botanical Garden, and Downtown Bellevue	269	$174,931	$151,315	$23,616

Corridors	Example Destinations	# Signs or Pavement Markings	Total Cost	Grant Funded	Local Match
Bothell					
Sammamish River Trail (Burke-Gilman), North Creek Trail, SR-527, NE 180th Street, Main Street/Beardslee/NE 195th, Waynita Way	UW Bothell/Cascadia Campus, Park at Bothell Landing, North Creek Business Park, Canyon Park Business Park, North Creek Playfields, Skateboard Park, Downtown Bothell, and Canyon Park Shopping Center	172	$134,307	$116,175	$18,132
Issaquah					
Newport Way, West Lake Sammamish Parkway, NW Sammamish Road, Highlands Drive NE, Front Street, East Lake Sammamish Parkway, NW Gilman Boulevard, 2nd Avenue SE, Sunset Way, 12th Avenue NE, and SR-900.	Issaquah P&R, Tibbets Valley Park, Lake Sammamish State Park, Timberlake Park, East Lake Sammamish Trail, Costco Corporate, Microsoft, Siemens, Tiger Mountain State Park, Issaquah Commons, King County Library, Issaquah Fish Hatchery, and schools	136	$34,000	$29,410	$4,590
Kirkland					
NE 132nd Street, NE 124th Street, 124th Avenue NE, Juanita Drive, NE 100th Street, 100th Avenue NE, NE 8th Street, NE 68th/70th Street, 520 Trail, 116th Avenue NE, 108th Avenue NE, Lake Washington Boulevard	Sammamish River Trail, Burke-Gilman Trail, Totem Lake, Downtown Kirkland, Juanita, Houghton, Bellevue, Woodinville, Bothell, Kenmore, SR 520 Trail, and Rose Hill	399	$71,130	$61,527	$9,603
Redmond					
Willows Road, Sammamish River Trail, Redwood Road, 166th Avenue NE, Avondale Road, NE 109th Street/NE 104th Street, NE 90th Street, NE 80th Street, 180th Avenue NE, Old Redmond Road, 150th Avenue NE, SR 520 Trail, 156th Avenue NE/154th Avenue NE, West & East Lake Sam Parkways, Marymoor Connector Trail	Marymoor Park, Downtown Redmond, Overlake/Microsoft, SR 520 Trail, Sammamish River Trail, and adjacent Urban Centers	140	$98,000	$84,770	$13,230

The project has been awarded an initial grant of $150,493 with the remaining $292,405 first in line to receive contingency funding. This Agreement covers the Parties' responsibility for the full grant funded

program, which could be awarded and implemented in phases. The breakdown by agency for each distribution will be determined by a consensus of the group on the selection of priority corridors that provide the highest value in terms of supporting regional wayfinding efforts. (See Attachment B for the breakdown by agency for each funding distribution. This attachment can be updated without affecting the base terms of this agreement.)

SCHEDULE

The Parties will work to achieve the following schedule, as outlined in the application, for the initial grant award:

January, 2010	Funding available
May, 2010	Obligation Date
November, 2010	Project Completed

Should contingency funding become available, Bellevue will coordinate with Bothell, Issaquah, Kirkland, and Redmond to establish an aggressive yet feasible implementation schedule.

PROJECT MANAGEMENT TEAM

To ensure effective cooperation, efficiencies, communication, and coordination between the Parties and to serve as central points of contact for the purposes of this Agreement, the Parties have designated the following representatives:

Bellevue:
Darek Jarzynski
Sr. Transportation Engineer
450 110th Avenue NE
Bellevue, WA 98004
425-452-4277
djarzynski@bellevuewa.gov

Bothell:
Seyed Safavian
Transportation Manager
9654 NE 182nd Street
Bothell, WA 98011
425-486-2768
Seyed.Safavian@ci.bothell.wa.us

Issaquah:
Rory Cameron
Sr. Transportation Engineer
1775 12th Avenue NW
Issaquah, WA 98027
425-837-3451
roryc@ci.issaquah.wa.us

Kirkland:
David Godfrey
Transportation Engineering Manager
123 5th Avenue
Kirkland, WA 98033
425-587-3865
dgodfrey@ci.kirkland.wa.us

Redmond:
Joel Pfundt
Principal Planner
15670 NE 85th Street
Redmond, WA 98073
425-556-2750
jpfundt@redmond.gov

WORKING PRINCIPLES and RESPONSIBILITIES

The Parties shall advance project development under the following guidelines:

1) The East King County Bicycle Wayfinding Practice Guide will be the principal document used to design and install Wayfinding signs under this Agreement.
2) The preparation of Design plans and Contract documents shall be in accordance with applicable Local Agency Guidelines for Federal Aid projects, local agency Standards and other applicable Design Standards. As the city responsible for administering the grant, Bellevue reserves the right to review all documents before they are finalized and will be the primary liaison with WSDOT local programs.
3) Each City shall complete a SEPA determination and obtain the necessary permits for its contract work prior to beginning work. Each party shall comply with all conditions set forth in all permits applicable to it. Copies of all approvals should be provided to Bellevue for use in completing NEPA documentation as required prior to obligating the grant for the implementation phase.
4) Each City is responsible for bearing the cost of planning and its proportionate share of the local match for the design (if applicable) and implementation phases, including the cost for obtaining any necessary permits.
5) If required, each party will obtain all necessary easements individually within its respective jurisdiction.
6) Each party will provide and distribute public information and communications regarding the proposed work and information regarding street closures. Public information will be coordinated between parties.
7) The construction contract advertisement and award process shall be in accordance with applicable Local Agency Guidelines for Federal aid projects. Each City will contract separately.
8) Each City will conduct a pre-construction conference required by the Contract permits and invite all involved parties. As the city responsible for administering the grant, Bellevue staff should be invited to all pre-construction conferences.
9) Construction Project documentation management, materials approval process, completed work measurements and payments shall follow the rules and regulations of Federal Aid projects.
10) Any construction administration and inspection cost shall be borne by the contracting party.
11) Each party will ensure that its contractors provide an updated construction schedule that reflects the proposed work along with timeframe for work completion in accordance to the Contract documents.
12) Each party shall bear all cost for any damage and fines resulting from its Contractor activities associated with its respective project.
13) Each city may choose to include additional wayfinding/signage work not covered by this agreement in its installation contract, provided that the additional work is bid on a separate schedule and is fully funded with sources separate from this grant-funded effort.
14) The parties shall exercise due diligence to ensure that schedule and budget are maintained.
15) All parties shall make all reasonable efforts to ensure that all tasks, cost, and implementation coordination elements are identified and addressed as early in the process as possible.
16) Each city will be responsible for providing complete invoice documentation (including eligible grant and local match expenditures) to Bellevue before receiving reimbursement. Bellevue reserves the right to hold payment of partner invoices until federal reimbursement is received for the master invoice.

PERFORMANCE MONITORING AND REPORTING

The Parties shall communicate regularly to discuss the tasks, critical issues, potential risks and impacts, and approvals to be performed as part of the project.

Bothell, Issaquah, Kirkland, and Redmond shall provide quarterly status reports on project milestones and expenditures to Bellevue by the following dates:

- March 31, 2010
- June 30, 2010
- September 30, 2010
- December 31, 2010

Based on this information and the status of Bellevue's own portion of the project, Bellevue shall then prepare quarterly progress reports identifying potential risks to scope, schedule, and budget and projecting future quarter milestones and cash flow needs.

Bellevue has responsibility to audit compliance with all federal guidelines, including but not limited to the ADA and Title VI (at the level appropriate to each city), and may seek additional information, as needed, for that purpose.

DISPUTE RESOLUTION

The Parties will work collaboratively to resolve issues and any disagreements arising from activities performed in the delivery of the project. Each Party's designated representative will jointly cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of this Agreement and delivery of the project. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

INDEMNIFICATION

Except as otherwise provided for in this Agreement, each party shall protect, defend, indemnify and save harmless the other parties, its officers, employees and agents from any and all costs, claims, judgments, suits, actions, award of damages, or liability of any kind whatsoever, brought by any third party, which arise out of, are connected with, or in any way result from negligent acts or omissions of the indemnifying party, its officers, employees and agents in performing its project and/or terms of the Agreement, to the maximum extent permitted by law as set forth in RCW 4.24.115 as now enacted or as hereafter amended. The Parties agree that if a claim is made by another party's employee or agents against one or more of the partner cities, for this purpose, the parties hereby waive, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event one of the Parties incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section against another partner city, all such fees, costs, and expenses shall be recoverable by the prevailing party.

INSURANCE

The parties and their contractors shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the grant-funded work. The cost of such insurance shall be paid individually by each city and its respective contractor. Insurance shall meet or exceed the following unless otherwise approved by Bellevue:

- Commercial General Liability coverage with limits not less than $1,000,000 per occurrence/$2,000,000 annual aggregate. (Must be endorsed to: include Bellevue, its officials, employees and volunteers as additional insureds; provide that such insurance shall be primary as respects any insurance or self-insurance maintained by Bellevue; and each insurance policy shall

provide that coverage shall not be cancelled except after thirty days' written notice has been given to Bellevue.)

- Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than $1,000,000 per accident/disease.
- Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

Self-insurance retentions must be declared to and approved by Bellevue. Insurance shall be placed with insurers with a rating acceptable to Bellevue. Each party shall furnish Bellevue with its certificate of insurance required by this clause and certify that its contractors and sub-contractors provided evidence coverage which complies with the requirements stated herein. As the city administering the grant, Bellevue reserves the right to require complete, certified copies of all required insurance at any time.

AMENDMENTS

This agreement constitutes the entire agreement among the Parties for the stated purpose. Any party may request modifications in the scope of permissible activities, terms, or conditions of this Agreement. Proposed modifications that are mutually agreed upon and consistent with the parameters of the federal funding shall be incorporated by written amendment to this Agreement and signed by the Parties' authorized designees.

RECORD RETENTION and AUDIT

During the progress of the work and for a period not less than six (6) years from the date of completion of the work, records and accounts pertaining to those portions of the project constituting improvements to municipal facilities are to be kept available for inspection and audit by the State and/or Federal Government. Copies of all records, accounts, documents or other data pertaining to the project shall be furnished upon request.

DURATION

This Agreement shall commence once all signatures are obtained and continue until the federal grant has been closed or until it is terminated as provided herein.

TERMINATION

This Agreement will terminate three years from the effective date unless terminated sooner by mutual agreement of the Parties or through completion of the grant funded project. However, the indemnification provision will survive the termination of this agreement, subject to the applicable statute of limitations.

SIGNATURE

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Facsimile signatures of the Parties shall be acceptable for the purposes of implementing this Agreement, but said facsimile shall be replaced, as expeditiously as possible, with original signatures.

The Parties hereto agree to the terms and conditions of this agreement:

CITY OF BELLEVUE

By: _____

Title: Deputy City Manager

Date: _____

Approved to Form (Bellevue)

By: _____

Title: Assistant City Attorney

Date: _____

CITY OF BOTHELL

By: _____

Title: Public Works Director

Date: _____

Approved to Form (Bothell)

By: _____

Title: City Attorney

Date: _____

CITY OF ISSAQUAH

By: _____

Title: Mayor

Date: _____

Approved to Form (Issaquah)

By: _____

Title: Mayor

Date: _____

CITY OF KIRKLAND

By: _____

Title: City Manager

Date: _____

Approved to Form (Kirkland)

By: _____

Title: City Attorney

Date: _____

CITY OF REDMOND

By: _____

Title: Mayor

Date: _____

Approved to Form (Redmond)

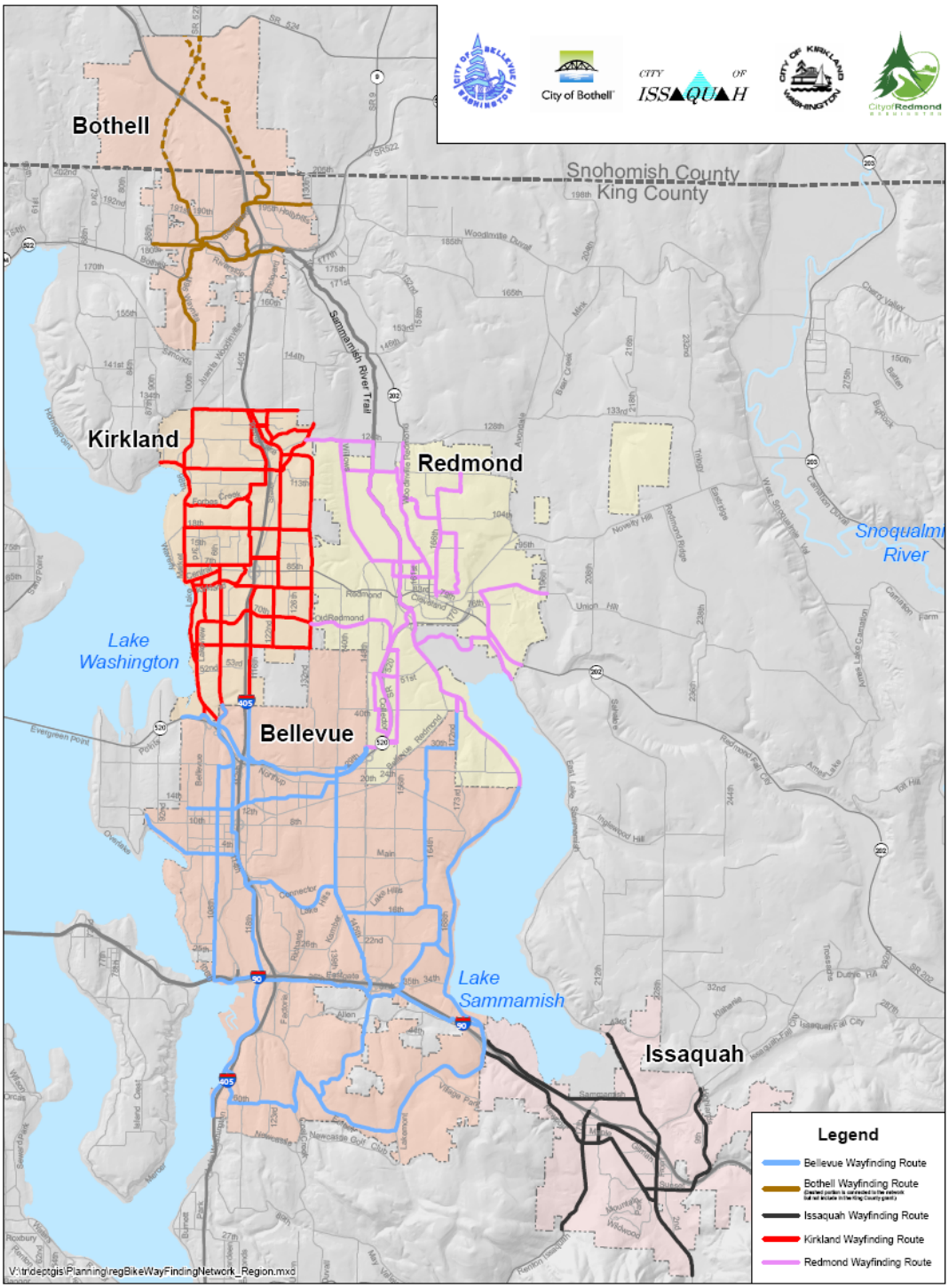
By: _____

Title: City Attorney

Date: _____

ATTACHMENT A

Proposed Eastside Cities Bicycle Wayfinding Network



NORTH

= 8,200 feet

City of Bellevue
IT Department
GIS Services

Plot Date: 1/15/2010

The information on this map is a geographic representation derived from the City of Bellevue Geographic Information System. The City of Bellevue does not guarantee that the information on this map is accurate or complete. This map is provided on an "as is" basis and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. Any commercial use or sale of this map or portions thereof, is prohibited without express written authorization by the City of Bellevue. The City of Bellevue is not responsible for any damages arising from the use of information on this map. Use of this map is at user's risk. Users should verify the information before making project commitments.

East King County Bicycle Wayfinding Project
Interlocal Agreement - **Attachment B**

City	Percent of Original Request	Share of Phase 1 Distribution	Match	Total Project Cost
Bellevue	34	$51,168	$7,986	$59,154
Bothell	26	$39,128	$6,107	$45,235
Issaquah	7	$10,534	$1,644	$12,178
Kirkland	14	$21,069	$3,288	$24,357
Redmond	19	$28,594	$4,463	$33,057
TOTAL	100	$150,493	$23,487	$173,980