



CONTRACT FACE SHEET

- Document Type: Claim, Collective Bargaining Agmt, Connection Charge Agmt, Contract, Franchise Agreement, Grant Agmt, Interlocal Agmt, Latecomer Agreement, Lease, MOU, ROW Use Agmt, Settlement Agmt
Relationship to Original: Amendment, Cancellation, Change Order, Correspondence, Initial, Lien, MOU, New, Release, Renewal, Retainage, Working

*Vendor Name: WSDOT

*JDE PO Number: -

*Original's Effective Date: 05.07.2009

*Amendment's Effective Date: -

*Termination Date: 12.31.2009

*Clerk's Receiving Number: 45132 (City Clerk's Office will enter)

Related Receiving Number: -

Bid/RFP/RFQ/ITQ Number: -

Ordinance Number: -

Resolution Number: 7904 03.16.2009

CIP Number: -

Project Description: "Interchange Improvement's Project" GCA 5852

KC Recording Number: -

Vendor or Parcel Number: -

File Location: 09-681

DEPT: TR

Face Sheet Date 10.20.2009 JDE N/A

Scan/Index Date 10.20.2009 MT JECM

Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Washington State Department of Transportation (WSDOT)
and the City of Bellevue

COOPERATIVE AGREEMENT
For DESIGN and CONSTRUCTION of the
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS –
INTERCHANGE IMPROVEMENTS PROJECT

THIS AGREEMENT for Design and Construction of the I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvement Project (the “AGREEMENT”) is made and entered into by the CITY OF BELLEVUE (the “CITY”) and the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION (the “STATE”), collectively referred to as the “PARTIES” and individually referred to as “PARTY.”

WHEREAS, the STATE, in the interest of providing congestion relief in the I-405 Corridor, proposes improvements along I-405 within the CITY in a project known as the I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements Project (the “PROJECT”); and

WHEREAS, the proposed PROJECT will require the STATE to perform certain work on the CITY’s facilities; and

WHEREAS, the STATE, having secured funding for the PROJECT, is willing to undertake the construction of said PROJECT; and

WHEREAS, the STATE will construct the PROJECT using the design-build method of project delivery; and

WHEREAS, the design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery; and

WHEREAS, the PARTIES have worked together on the preparation of the technical requirements in the Request for Proposal (RFP) for the design-build contract; and

WHEREAS, the design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery; therefore, expedited CITY review of the design elements will be required; and

WHEREAS, the PARTIES understand that the PROJECT design will be finalized after the contract is awarded; and

WHEREAS, the PARTIES executed a Memorandum of Understanding on May 26, 2004, that describes the PARTIES’ cooperation during design and construction of the I-405

Congestion Relief & Transit Projects; and

WHEREAS, the PARTIES desire this AGREEMENT to define their roles and responsibilities related to design and construction of the PROJECT; and

WHEREAS, the PARTIES recognize that future supplements or amendments to this AGREEMENT, or other new agreements, may be necessary to record final design decisions and define cost estimates related to the design and construction of the PROJECT.

NOW, THEREFORE, by virtue of Revised Code of Washington (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:**

1.0 GENERAL

- 1.1 The STATE will construct the PROJECT improvements along the I-405 and SR 520 Corridors, the general limits of which are described in Exhibit A and shown in Exhibit B, attached hereto and by this reference made part of this AGREEMENT.
- 1.2 The PARTIES have had ongoing discussions that have resulted in many design decisions for elements within the PROJECT. Those elements are incorporated into this AGREEMENT, its supplements, and/or amendments, or will be incorporated into contract or other related agreements for this PROJECT.

2.0 ROLES

- 2.1 The PARTIES acknowledge that the STATE will enter into future contractual agreement(s) with a design-build contractor (the "DESIGN-BUILDER") for final design and construction of the PROJECT.
- 2.2 The STATE agrees to encourage a partnering session including STATE staff, CITY staff, and the STATE's DESIGN-BUILDER staff to review coordination processes and to determine the need for, or frequency of, continuing coordination meetings.
- 2.3 The PARTIES agree to fund, and be fully responsible for, their own respective costs associated with staff time necessary to fulfill their roles and responsibilities as identified in this AGREEMENT, except in the following case.
 - 2.3.1 The STATE agrees to fund CITY project coordination activities for the length of this AGREEMENT through a CITY Project Coordinator.
 - 2.3.2 The CITY Project Coordinator will serve as the CITY's PROJECT liaison, responsible for expediting CITY review of PROJECT submittals, beginning with the PROJECT's Notice to Proceed to the STATE's DESIGN-BUILDER.

- 2.3.3 The STATE shall only fund those hours worked by the CITY Project Coordinator for coordination activities associated with the PROJECT.
- 2.3.4 The PARTIES will enter into a separate agreement outlining the details related to the scope of work and reimbursement for the CITY Project Coordinator.
- 2.4 The STATE shall track all CITY communication requests related to the PROJECT.
- 2.5 The CITY Project Coordinator will be responsible for facilitating all PROJECT-related communication between the STATE and CITY staff as well as expediting CITY review of all PROJECT-related submittals. This coordination of efforts with the STATE will take place via the STATE's I-405 Project Engineer.
- 2.6 The STATE's I-405 Project Engineer, or his/her designee, will be responsible for facilitating all PROJECT-related communication between the CITY Project Coordinator and STATE staff as well as providing PROJECT-related submittals to the CITY Project Coordinator. This coordination of efforts with the CITY will take place via the CITY Project Coordinator.
- 2.7 The STATE agrees to make presentations to the CITY when requested to do so by the CITY.
- 2.8 The STATE will develop a Public Information Plan so that PROJECT information is made available to the public. In addition, the CITY and STATE will continue coordinating outreach to the business community.

3.0 CITY REVIEW AND COMMENT ON PROJECT ELEMENTS

- 3.1 The STATE will provide the CITY with five (5) copies of documents for review and comment by the CITY on PROJECT elements.
 - 3.1.1 PROJECT elements include, but are not limited to, design of CITY streets and other associated CITY roadway elements, streetlights along CITY roadways, CITY utilities, noise variance requests within the CITY limits, and right of way use permits within the CITY limits.
 - 3.1.2 The CITY's review of these elements will be limited to conformance with applicable CITY design standards, standard plans, codes, and policies as of the PROJECT's RFP issue date.
- 3.2 The STATE will review all submittals from its DESIGN-BUILDER for completeness and compliance with contract requirements prior to forwarding them to the CITY's Project Coordinator for review.
- 3.3 The STATE will work with its DESIGN-BUILDER to give the CITY as much advance notice of upcoming submittals as possible.

3.4 The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECT, as well as the mutual benefit provided in shortening plan and proposal review times. To that end, the CITY commits to reviewing and returning submittals within a maximum of fourteen (14) calendar days, except for traffic control and detour plans as described in Section 8.0, and certain permits and review periods defined in Bellevue City Code (BCC).

3.4.1 The CITY shall review each permit submittal by the STATE's DESIGN-BUILDER and return it to the STATE within a maximum of fourteen (14) calendar days after receipt of each submittal, except for certain permits and review periods defined in BCC and other exceptions outlined in Section 3.4, and will indicate either "approved," "approved with comments," or "not approved, contractor to revise and resubmit."

3.4.2 In the case of infrequent circumstances, such as CITY emergencies and extreme and unusual weather conditions affecting the CITY's ability to perform normal functions, or receipt of project submittals of unusual volume, complexity, or unexpected or controversial content, the PARTIES recognize the challenge the CITY may have to review and return submittals within the allotted review period.

3.4.3 The PARTIES agree that additional review days may be allowed if there is no created delay or cost increase for the PROJECT. In these cases, the CITY will be responsible for requesting additional review time from the STATE and articulating the cause for delay and specific additional calendar days needed for the review.

3.4.3.1 The STATE will review the extended period request for consequences to the design-build contract requirements, schedule, and cost.

3.4.3.2 The STATE will approve to extensions if there is no risk created to the design-build contract.

4.0 DESIGN OF ELEMENTS WITHIN CITY JURISDICTION

4.1 All plans for the PROJECT will follow the STATE's Plans Preparation Manual. All facilities, including the NE 12th Street Bridge, will use STATE design standards, except plans that include work within CITY right of way or in areas to be turned back to the CITY, will use BCC, City of Bellevue Transportation Design Standards, and Bellevue Engineering Standards.

4.2 Existing roadway geometrics and roadway and pedestrian improvements are outlined in Exhibit C and Exhibit D, respectively, attached hereto and by this reference made part of this AGREEMENT.

4.3 The PARTIES agree that the aesthetic treatments of the I-405 Master Plan compatible elements listed in Section 4.0 will conform to the guidelines described in the Interstate-

405 Urban Design Criteria for the I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements Project (the “UDC”), incorporated into this AGREEMENT by this reference. This includes, but is not limited to, the finish treatment of retaining walls and noise walls.

- 4.4 If the STATE’s DESIGN-BUILDER proposes a design change to an existing CITY facility such as a CITY street, sidewalk, trail, streetlight, or traffic signal, the STATE agrees to present the change to the CITY for review and approval.
- 4.5 If the CITY proposes a change to an existing CITY facility within the PROJECT limits, the CITY shall request a meeting through the STATE’s I-405 Project Engineer.
 - 4.5.1 The PARTIES agree to meet in a cooperative spirit to review and discuss the proposed change.
 - 4.5.2 If the STATE determines the proposed change to be feasible and appropriate, the PARTIES shall negotiate the responsibilities for payment of costs associated with the requested change based on the benefits of the proposed change to each PARTY.
 - 4.5.3 If the PARTIES can mutually agree on payment responsibilities, the STATE will implement the change.
 - 4.5.4 The consideration of potential schedule delays, which may result in additional cost, shall be of paramount importance to both PARTIES, with reducing cost as the primary goal and acknowledged mutual benefit.
- 4.6 The STATE will provide the CITY with plans for review of any proposed changes to the CITY facilities identified in Section 4.0 for review. These reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.

5.0 CITY OWNED UTILITIES

- 5.1 Any protection or relocation of CITY utilities required by the construction of the PROJECT will be covered under a separate agreement.

6.0 STORM DRAINAGE

- 6.1 The STATE, working with its DESIGN-BUILDER, shall develop a Hydraulic Report that will include hydrologic/hydraulic analysis of water quality/detention facilities and conveyance systems that convey runoff through the PROJECT site and discharge to downstream systems, streams wetlands, and rivers.
- 6.2 The STATE’s DESIGN-BUILDER will evaluate facilities that convey offsite areas through the STATE right of way. This evaluation will extend to a point one-quarter (1/4) of a mile downstream of the site, and upstream to a point where any backwater conditions cease. Potential impacts to be assessed include the following items at a minimum:

changes in peak flow, changes in flood duration, bank erosion, channel erosion, and nutrient loading changes from the PROJECT site. This evaluation will be documented in the Hydraulic Report discussed in Section 6.1.

7.0 TRAFFIC SIGNALS

- 7.1 Design for traffic signals on CITY streets will conform to the City of Bellevue Transportation Design Standards in effect at the time of the PROJECT's RFP issue date.
- 7.2 Traffic signal review for NE 10th Street to SR 520 ramp will be conducted in accordance with Section 4.0 of this AGREEMENT.
- 7.3 The CITY will maintain and operate traffic signals constructed by the PROJECT within its jurisdiction including the signal located on the NE 10th Street Bridge for the NE 10th Street to SR 520 ramp.
- 7.4 The STATE will coordinate with the CITY to manage traffic flow during construction.

8.0 TRAFFIC CONTROL AND DETOUR PLAN APPROVAL PROCESS ON CITY STREETS

- 8.1 The STATE, working with its DESIGN-BUILDER, shall submit proposed road closures, detours, and traffic control plans involving CITY streets to the CITY for approval at least fourteen (14) days prior to proposed closures. The CITY shall review each submittal and return it to the STATE within five (5) business days after receipt of plans, indicating either "approved," "approved with comments," or "not approved, contractor to revise and resubmit."
- 8.2 The STATE, working cooperatively with the CITY, will develop time and date restrictions on detours, road closures, and sidewalk closures for inclusion in the PROJECT's RFP.

9.0 WORK WITHIN CITY RIGHT OF WAY OR IN AREAS TO BE TURNED BACK TO THE CITY

- 9.1 The STATE, working with its DESIGN-BUILDER, will notify the CITY fourteen (14) calendar days in advance of any work within the CITY right of way or in areas defined as being turned back to the CITY at the completion of the PROJECT.
- 9.2 The CITY may provide an inspector, at the CITY's expense, to ensure compliance with CITY requirements for CITY owned elements of the PROJECT located within CITY owned right of way or in areas defined as being turned back to the CITY at the completion of the PROJECT.

9.2.1 The CITY inspector shall notify the STATE of any work that does not conform with the PROJECT construction contract as soon as the non-conforming issue is known.

9.2.2 The CITY inspector shall communicate with the STATE's DESIGN-BUILDER through the STATE's I-405 Project Engineer and will follow the STATE DESIGN-BUILDER's protocols when visiting the PROJECT site.

9.3 The STATE will develop PROJECT planting concepts for landscaping within CITY right of way. The guidelines outlined in the UDC will apply to PROJECT plantings in the STATE's right of way. The CITY will provide plant establishment for PROJECT plantings within the CITY right of way. Exhibit B identifies landscaping areas within CITY right of way, while the landscaping details are identified in the UDC.

10.0 PERMITS

10.1 The STATE, and/or its DESIGN-BUILDER, shall apply for and obtain all necessary permits for work within the CITY's jurisdiction, including, but not limited to, the following.

10.1.1 *Exceptions to the hours for development activity (per BCC).*

10.1.2 *Noise Exemption approvals (per BCC).*

10.1.3 Right of way use permits, which includes all road construction work within the CITY's right of way, including but not limited to, review of proposed road closures, haul routes, and design and construction of local road sidewalks, curbs, driveway curb cuts, pavement sections, temporary construction agreements, and easements.

10.2 The CITY's Project Coordinator will work with the STATE and/or its DESIGN-BUILDER to process all applications for permits necessary for PROJECT work within the CITY's jurisdiction.

10.3 The CITY will bill the STATE directly for all related permit application fees.

11.0 DISPUTES

11.1 In the event that issues arise that are not addressed in this AGREEMENT, the PARTIES agree to work collaboratively to resolve disputes promptly and at the lowest organizational level.

11.2 The CITY's Project Coordinator and the STATE's I-405 Project Engineer shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible. If the issue cannot be resolved at this level, the STATE's I-405 Deputy Project Director and the CITY's Deputy Transportation Director shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

12.0 INDEMNIFICATION AND HOLD HARMLESS

- 12.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, 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/or property), arising out of, or in any way resulting from, each of the PARTIES' own negligent acts or omissions. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provided herein shall be valid and enforceable only to the extent of a PARTY'S own negligence.
- 12.2 The STATE and the CITY agree that their 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. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 12.3 In the event either PARTY incurs any judgment, award, and/or cost arising herefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the other PARTY.
- 12.4 This indemnification and waiver shall survive the termination of this AGREEMENT.

13.0 AMENDMENT

- 13.1 Either PARTY may request modifications to this AGREEMENT.
- 13.1.1 Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT.
- 13.1.2 No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the authorized representative of the STATE and the City Manager of the CITY hereto.

14.0 ALL WRITINGS CONTAINED HEREIN

- 14.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.
- 14.2 No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

15.0 GOVERNANCE

15.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws.

15.2 The provisions of this AGREEMENT shall be construed to conform to those laws.

16.0 EFFECTIVENESS AND DURATION

16.1 This AGREEMENT is effective upon execution by both PARTIES and shall remain in effect through the design and construction of the PROJECT.

17.0 SEVERABILITY

17.1 If any provision of this AGREEMENT, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

18.0 TERMINATION

18.1 This AGREEMENT may be terminated by either PARTY with sixty (60) calendar days' notice and the written mutual consent of both PARTIES.

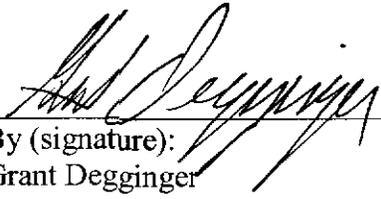
19.0 VENUE

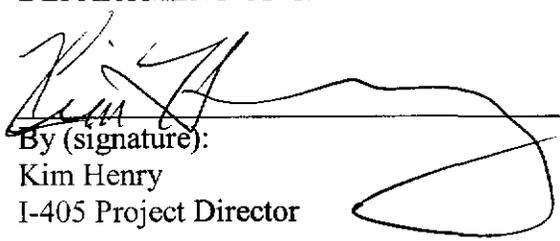
19.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in the superior court situated in King County, Washington, and only upon exhaustion of the dispute resolution process outlined in Section 11.0 of this AGREEMENT.

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

CITY OF BELLEVUE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION


By (signature):
Grant Degginger
Mayor


By (signature):
Kim Henry
I-405 Project Director

5/5/09
Date:

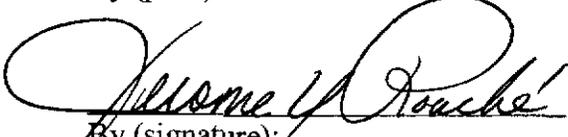
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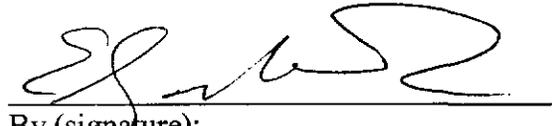
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jerome Y. Roache
By (print):

Elizabeth Layerberg
By (print):


By (signature):
City Attorney


By (signature):
Assistant Attorney General
Office of the Attorney General

4-13-09
Date:

2-18-09
Date:

ATTEST:

By (print):

By (signature):
City Clerk

Date:

EXHIBIT A GENERAL PROJECT DESCRIPTION

The proposed PROJECT is part of the overall I-405 Corridor Program Master Plan designed to improve safety and reduce congestion along the I-405 Corridor. The PROJECT extends along a 1.8-mile portion of I-405 extending north from milepost (MP) 13.4 to MP 15.2 and along a 1.8-mile portion of SR 520 extending east from MP 6.7 to MP 8.5. The primary elements of the PROJECT include the following.

- Reconfigure the existing northbound NE 4th Street on-ramp to become an auxiliary lane that exits to SR 520 as part of a two-lane exit ramp.
- Reconstruct portions of the NE 8th Street on- and off-ramps to and from northbound I-405.
- Rebuild the NE 12th Street Bridge crossing over I-405 to accommodate the new braided crossing.
- Construct a northbound on-ramp from a new NE 10th Street Bridge crossing to SR 520. The new NE 10th Street Bridge is being constructed as part of another project and will be in place when this on-ramp is constructed.
- Construct grade-separated ramps to divide traffic entering northbound I-405 from NE 8th Street and traffic exiting I-405 to SR 520.
- Construct by-pass ramp to divide traffic entering eastbound SR 520 from northbound I-405 and traffic exiting eastbound SR 520 to 124th Avenue NE. This ramp will merge with eastbound SR 520 after crossing over the exit to 124th Avenue NE.
- Relocate an existing noise barrier.
- Construct several retaining walls needed to support the PROJECT in locations that allow for existing and future widening of I-405.

EXHIBIT B PROJECT OVERVIEW

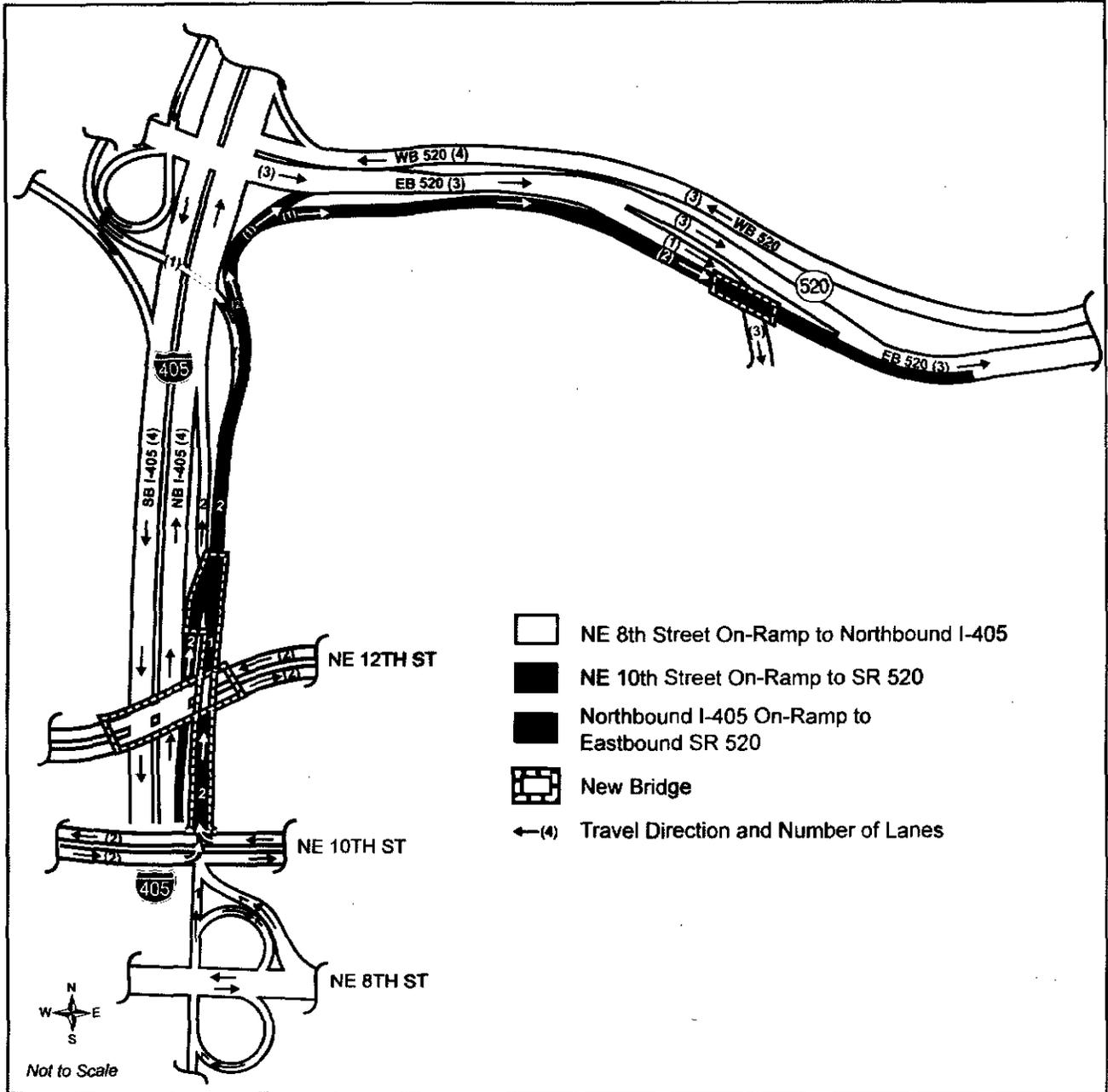
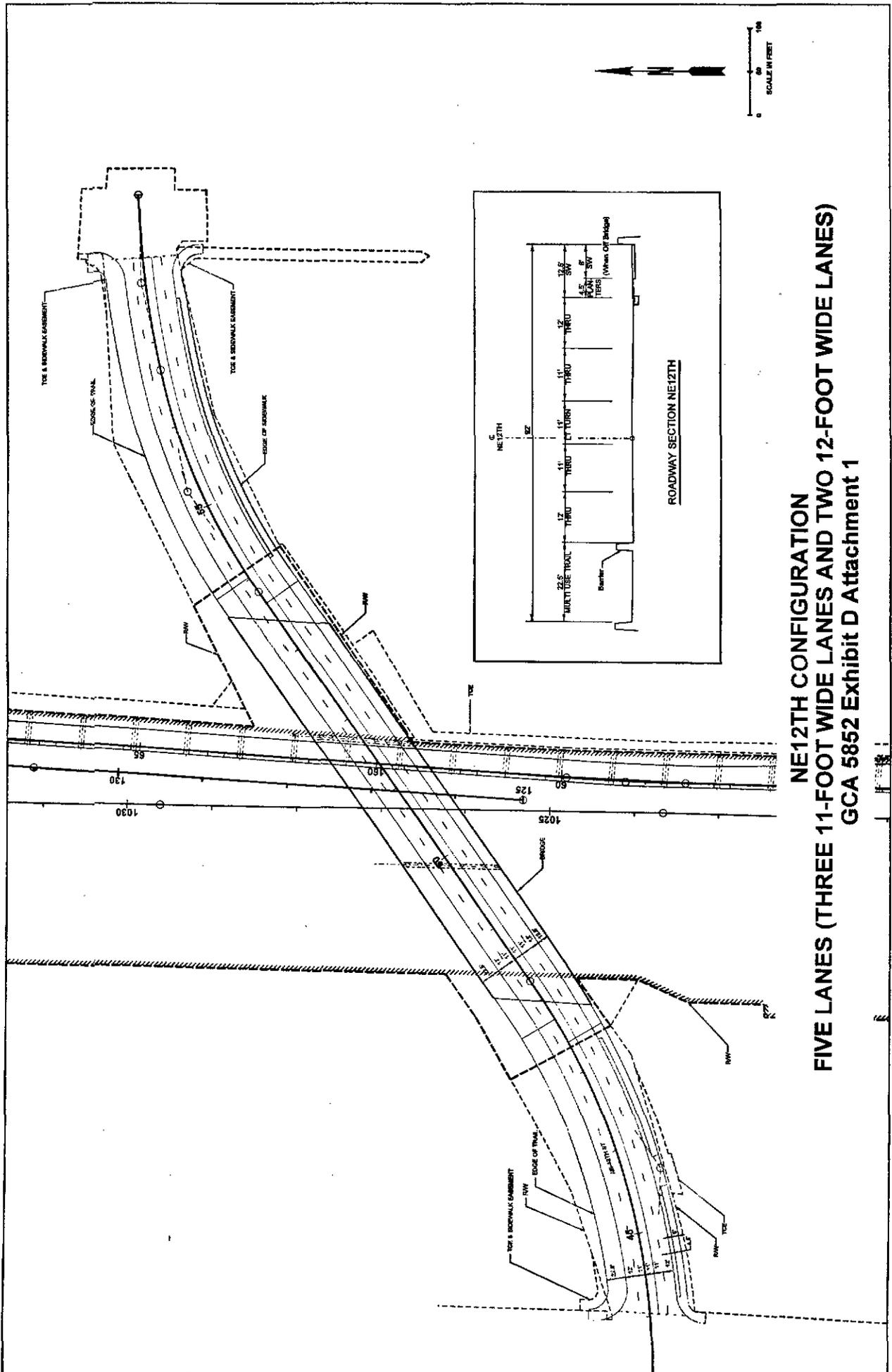


EXHIBIT C
EXISTING ROADWAY GEOMETRICS

- 1.0 The PARTIES agree to the design of elements that are within the CITY's jurisdiction and related to Northup Way, including existing elements and elements included in the City of Bellevue Northup Way 120th Ave NE to 124th Ave NE PW-R-133 Project. The roadway configuration of Northup Way from 116th Avenue NE, east of the Burlington Northern Railway, to 124th Avenue NE, will be as follows.
- 1.1 Westbound Northup Way – Two (2) through lanes from 124th Avenue NE to NE 24th Street. One (1) through lane from NE 24th Street to 116th Avenue NE. One (1) right turn lane to the 124th Avenue NE on-ramp to westbound SR 520. One (1) left turn lane to southbound 124th Avenue NE. One (1) left turn lane to 120th Avenue NE. One (1) right turn only lane to northbound 116th Avenue NE.
- 1.2 Eastbound Northup Way – One (1) through lane from 116th Avenue NE to NE 24th Street. One (1) through lane from NE 24th Street to 120th Avenue NE. One right turn lane to 120th Avenue NE. Two (2) through lanes from 120th Avenue NE to 124th Avenue NE. One (1) left turn lane to NE 24th Street. Two left turn lanes to the 124th Avenue NE on-ramp to westbound SR 520.
- 1.3 Curb locations and sidewalk widths will match the existing curbs and sidewalks.

EXHIBIT D
ROADWAY AND PEDESTRIAN IMPROVEMENTS

- 1.0 The PARTIES agree to the design of elements that are within the CITY's jurisdiction and within the PROJECT limits, which will be at a minimum as follows.
 - 1.1 The PARTIES agree to the design of elements that are related to NE 12th Street as follows.
 - 1.1.1 Configuration of the bridge will be as shown in Exhibit D, Attachment 1.
 - 1.1.2 Luminaries will incorporate the treatments described in the UDC.
 - 1.1.3 Pedestrian railings and fencing will incorporate the treatments described in the UDC.
 - 1.2 The PARTIES agree to the design of elements that are within the CITY's jurisdiction and related to Northup Way as follows.
 - 1.2.1 Modifications to the Northup Way roadway configuration as follows.
 - 1.2.1.1 One (1) bridge column will be constructed west of 120th Avenue NE in the median of Northup Way.
 - 1.2.1.2 One (1) bridge column may be constructed outside the curb line in the southwest corner of the intersection of Northup Way and 120th Avenue NE.
 - 1.2.1.3 The STATE, working with its DESIGN-BUILDER, will prepare plans for review for signals and lighting in the vicinity of the intersection of Northup Way and 120th Avenue NE in accordance with Section 4.0 of this AGREEMENT. The reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.



**NE12TH CONFIGURATION
 FIVE LANES (THREE 11-FOOT WIDE LANES AND TWO 12-FOOT WIDE LANES)
 GCA 5852 Exhibit D Attachment 1**

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7904

A RESOLUTION authorizing the execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue: 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines the details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, and 4) Letter of Amendment to GM 1363 amending the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby approves and adopts the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue: 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, a copy of which Cooperative Agreement GCA 5852 has been given Clerk's Receiving No. 45132, 2) Cooperative Agreement GCA 5853 that outlines the details associated with the payment for a City of Bellevue Project Coordinator, a copy of which Cooperative Agreement GCA 5853 has been given Clerk's Receiving No. 45133, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, a copy of which Utility Construction Agreement UT 1294 has been given Clerk's Receiving No. 45134, and 4) Letter of Amendment to GM 1363 amending the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp, a copy of which Letter of Amendment to GM 1363 has been given Clerk's Receiving No. 45135.

Agenda

1 of 6

City Council

Regular Session

MONDAY
March 16, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

- 1. Call to Order
- 2. Roll Call, Flag Salute
 - (a) King County Councilmember Regan Dunn *(no packet materials)*
 - (b) Presentation of Sister City gift from Hualien

DSD
Sally Nichols

- 3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.

- 4. Reports of Community Council, Boards and Commissions

- (a) Transportation Commission report on recommendation to adopt the 2009-2020 Transportation Facilities Plan

TC 4-1
Representative

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



- 5. Report of the City Manager
 - (a) Comprehensive Storm and Surface Water Plan Update
(For information.) UTIL 5-1
Denny
Vidmar
Wes
Jorgenson
 - (b) Management Brief on Electric Service Reliability
(For information.) TRAN 5-5
Goran
Sparrman
David Berg
- 6. Council Business and New Initiatives
- 7. Approval of the Agenda
- 8. Consent Calendar
 - (a) Minutes of January 26, 2009 Extended Study Session
Minutes of February 2, 2009 Study Session
Minutes of February 2, 2009 Regular Session 8a-1
 - (b) Motion to approve payment of claims for the period
February 14, 2009 through March 13, 2009 and
payroll for the period January 16, 2009 through
February 28, 2009. FIN 8-1
 - (c) Resolution No. 7892 authorizing a two-year extension
to the four-year agreement with Copiers Northwest
and Postal Express for services related to copy
machines and management of the Copy Center, Mail
Room and Central Receiving areas of City Hall. FIN 8-3
 - (d) Motion to award Bid No. 9022, for kitchen alterations
at Fire Stations 1 and 5, to Schuchart, in the amount of
\$117,295.74, as the lowest responsible and responsive
bidder (CIP Project PS-16). FIRE 8-11
 - (e) Resolution No. 7893 authorizing execution of a
software maintenance agreement with Interloc
Solutions, in an amount not to exceed \$68,500 for the
first year, with the option to renew for a subsequent
year, for the City's maintenance management software
(Maximo). ITD 8-17

(f) Resolution No. 7894 authorizing execution of a professional services agreement with DA Hogan and Associates, in an amount not to exceed \$131,070, for site design and engineering services to convert the existing natural grass soccer field at Newport Hills Park to a synthetic surface. PARK 8-23

(This project is funded by the voter-approval Parks & Natural Areas levy.)

(g) Resolution No. 7895 authorizing execution of a professional services agreement with Bruce Dees and Associates, in an amount not to exceed \$72,500, for site design and engineering services to convert the existing all-weather soccer field at Wilburton Hill Community Park to a synthetic surface. PARK 8-31

(This project is funded by the voter-approval parks & Natural Areas levy.)

(h) Motion to award Bid No. 9030 to Emerald Paving Inc., in the amount of \$189,974.60, as the lowest responsible bidder for the North Bellevue Community Center (NBCC) Parking Lot Repair project (CIP Plan No. P-R-11). PARK 8-39

(i) Resolution No. 7896 approving the 2009-2020 Transportation Facilities Plan. TRAN 8-43

(Discussed with Council on March 2, 2009)

(j) Motion to award Bid No. 9048, Traffic Computer System Communication upgrade, to Western Systems, in the amount of \$138,106.81, as lowest responsible and responsive bidder (CIP Plan NO. PW-R-155). TRAN 8-51

(k) Resolution No. 7897 authorizing execution of an agreement to relinquish a sanitary sewer pipeline easement no longer required by the Sewer Utility at 3121 Hunts Point Circle, in Bellevue. UTIL 8-59

- (l) Resolution No. 7898 authorizing execution of agreements to relinquish two sanitary sewer pipeline easements no longer required by the Sewer Utility at 818 - 112th Avenue NE, in Bellevue. UTIL 8-67
- (m) Resolution No. 7899 authorizing execution of an agreement to relinquish a storm drainage pipeline easement no longer required by the Storm and Surface Water Utility at 2 Cascade Key, in Bellevue. UTIL 8-73
- (n) Resolution No. 7900 authorizing approval of payment of \$30,603.19 for final settlement of a claim filed against the City for property damage to the Travis residence caused by a wastewater system failure. UTIL 8-79
- (o) Resolution No. 7901 authorizing the City Manager to sign and certify the annual report documents required by the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit for submittal to the Washington State Department of Ecology. UTIL 8-83
- (Discussed with Council on March 9, 2009.)*
- (p) Resolution No. 7902 authorizing execution of all documents necessary to enter into agreements for the funding of the YWCA Family Village at Issaquah Highlands affordable housing project, as recommended by the ARCH Executive Board. ARCH funding request of Bellevue is \$300,000. PCD 8-87
- (Discussed with Council on March 9, 2009)*
- (q) Resolution No. 7903 approving the 2009 A Regional Coalition for Housing (ARCH) Budget and Work Plan. PCD 8-105
- (Discussed with Council on March 9, 2009)*
- (r) Resolution No. 7875 authorizing execution of a four-year professional services agreement with Yates, Wood & MacDonald, Inc., for property management PARK 8-123

services at the Bayvue Village Apartments.

(Discussed with Council on March 9, 2009)

- (s) Resolution No. 7889 authorizing execution of a four-year professional services agreement with Yates, Wood & MacDonald, Inc., for property management services at Parks Rental Properties.

PARK 8-131

(Discussed with Council on March 9, 2009)

10. Land Use

11. Other Ordinances, Resolutions and Motions

- (a) WSDOT I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project

TRAN 11-1
Goran
Sparrman
Nancy
LaCombe

Resolution No. 7904 authorizing execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City: 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination; 2) Cooperative Agreement GCA 5853 that outlines the details associated with the payment for a City of Bellevue Project Coordinator; 3) Utility Construction Agreement UT 1294 that details how the City will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation; and 4) Letter of Amendment to GM 1363 amending the agreement that allows the City to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

(Discussed at tonight's Study Session.)

- (b) Surrey Downs Park Master Plan and Building Zone

PARK 11-11
Patrick Foran
Glenn Kost
Scott Vander
Hyden

Resolution No. 7905 adopting the 2009 Surrey Downs Park Master Plan and Building Zone Parameters.

(Discussed with Council on March 9, 2009.)

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

I-405 Corridor Program Project Delivery Update, with emphasis on upcoming I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvements Project, aka the Braided Ramp project.

Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue (the City) for:

- 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination,
- 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator,
- 3) Utility Construction Agreement UT 1294 that details how the City will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation,
- 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City to maintain and operate WSDOT-owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

FISCAL IMPACT:

The I-405 Corridor Program is funded through the State Nickel gas tax and Transportation Partnership Act. The I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvements Project is funded through this program. The I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement project recently received federal funding as part of the American Recovery and Reinvestment Act.

The Cooperative Agreement (GCA 5852) defines roles and responsibilities required of WSDOT and the City. There is no fiscal impact associated with this agreement.

The City of Bellevue Project Coordinator (GCA 5853) outlines details associated for payment by WSDOT to the City. This agreement obligates WSDOT to pay the City up to \$150,000 for a project coordinator for the duration of the project, anticipated to last 4 years. This new revenue was not anticipated in the 2009-2010 adopted budget and will fund approximately 0.25-0.33 FTE in the Transportation Department. This position will utilize an existing FTE and has been considered and projected in the 2009-2015 Transportation Department work plan.

The Utilities Agreement (UT 1294) obligates the City to reimburse WSDOT for relocation of facilities not located on easements or City-owned right-of-way. This obligation requires payment for actual costs associated with relocation, which will be finalized upon acceptance of the Best Value Submittal for the Design-Build project. The estimated cost is \$1.2 million, and was budgeted through the 2009-2015 Utility CIP (W-101 Relocate Water for WSDOT I-405/SR 520 Braids Project and S-55 Relocate Sewer for WSDOT I-405/SR 520 Braids Project).

General Maintenance 1363 obligates the City for maintenance and operation of the signal to be installed on the NE 10th bridge as part of this project. WSDOT is responsible for installation and costs associated with the installation of the signals. Maintenance and operation of a typical signal is approximately \$2,500 per year. These costs were anticipated and budgeted in the 2009-2010 Transportation adopted budget.

STAFF CONTACT:

Goran Sparrman, Director, 452-4338
Nancy LaCombe, Capital Program Manager, 452-4382
Transportation Department

POLICY CONSIDERATION:

The I-405 Corridor Program Master Plan was completed in 2002. When fully implemented, the Master Plan will add up to 2 lanes in each direction on I-405, improve key arterials, develop Bus Rapid Transit line stations along the corridor, add 5000 new Park and Ride spaces, and create new pedestrian/bicycle crossings over I-405. The improvements are estimated to save over 13 million travel-time hours each year, at an estimated value of \$569 million in annual savings.

The I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project was one of two critical projects chosen as shovel-ready to receive funding through the American Recovery and Reinvestment Act. The City continues to work closely with regional partners, such as the WSDOT, and other transportation system providers to ensure timely implementation of state-funded improvements and appropriate transit, vanpool and carpool functionality.

BACKGROUND:

I-405 Corridor Program

The Washington State Legislature has approved nearly \$1.5 billion to improve the I-405 corridor through the 2003 Nickel and 2005 Transportation Partnership Account. WSDOT is moving forward with staged implementation of the I-405 Master Plan to reduce congestion, and improve mobility and safety. The staging focuses on principles endorsed by the I-405 Executive Committee on October 2, 2003 and completing priority improvements consistent with the Master Plan within a reasonable amount of time. Key principles include addressing the worst chokepoints, accommodating planned regional growth, enhancing environmental elements, and minimizing costs, risk and impacts.

City Council was last provided an update on the I-405 Corridor Program on May 27, 2008. Funded projects within the City of Bellevue include:

- I-405 South Bellevue widening between 112th Avenue SE and SE 8th Street
- I-405/NE 10th Street Bridge Crossing between 112th Avenue NE and 116th Avenue NE
- I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project
- I-405 – SR 520 to I-5 Widening Project

I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project

Recently two projects, the I-405 – NE 195th to SR 527 Widening Project and the I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement project, were chosen as critical shovel-ready projects as part of the American Recovery and Reinvestment Act. Given this stimulus funding

allocation I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project the project schedule is anticipated as follows:

Issue Request for Qualifications	March 2, 2009
Notify Short-Listed Submitters Team	March 27, 2009
Issue Request for Proposal	March 30, 2009
Announce Best Value Proposer	July 22, 2009
Begin Construction	Fall 2009
Open to Traffic	Winter 2012

A comprehensive agreement package required for the I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement project is presented for approval tonight. This package of agreements is similar to other agreements between WSDOT and the City for previous coordinated projects along the I-405 corridor. The only exception is an agreement for WSDOT to pay the City for a Project Coordinator position. Staff felt presenting a package of all the agreements necessary for the project would provide Council with a comprehensive review. The agreement package includes:

- Agreements that need to be signed by City of Bellevue and WSDOT prior to WSDOT issuing the RFP for the project:
 - GCA 5852 Cooperative Agreement for Design and Construction between WSDOT and the City. Defines roles and responsibilities of each party related to the design and construction of the project.
 - GCA 5853 – Cooperative Agreement for the City of Bellevue Project Coordinator between the City of Bellevue and WSDOT. Outlines details associated with and payment for the Project Coordinator position.
 - UT 1294 – Utility Construction Agreement describes how the City will reimburse WSDOT for actual costs associated with protecting, modifying and/or relocating City facilities located within WSDOT Limited Access.
 - Letter to amend GM 1363 to add the traffic signal at the on-ramp from NE 10th St to SR 520 to the list of WSDOT owned, City maintained and operated traffic signals.
- Letters from WSDOT to the City associated with NE 12th Street Overcrossing which will take effect when Notice to Proceed is issued:
 - Letter to terminate Permit #7-707 which was issued by WSDOT to the City in 1972 to allow the City to “construct, operate, and maintain a four lane box girder type overcrossing” across I-405 at NE 12th Street
 - Letter to terminate the existing General Maintenance Agreement GM 575 between WSDOT and the City for the NE 12th Street Overcrossing.
- Turnback Agreements to be signed now by the City and WSDOT which will take effect at project completion:
 - TB1-0209 SE provides conveyance of a small sidewalk, utilities, landscaping and lighting easement on the northeast corner of NE 12th and 112th Avenue NE to the City. The easement limits reflect the full extent of street, sidewalk, utility, landscaping and lighting being constructed by WSDOT, which will subsequently be owned, operated, and maintained by the City.
 - TB1-0212 provides conveyance of a small sidewalk, utilities, landscaping and lighting easement on the northwest corner of NE 12th Street and 116th Avenue NE to the City. The easement limits reflect the full extent of street, sidewalk, utility, landscaping and lighting being constructed by WSDOT, which will subsequently be owned, operated, and maintained by the City.

Staff recommends approval of the agreements, which are consistent with City policies and maintenance practices.

EFFECTIVE DATE:

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS:

1. Adopt Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue for 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.
2. Do not approve the Resolution and provide staff with alternative direction.

RECOMMENDATION:

Adopt Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue for 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

MOTION:

Move to Adopt Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue for 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

ATTACHMENTS:

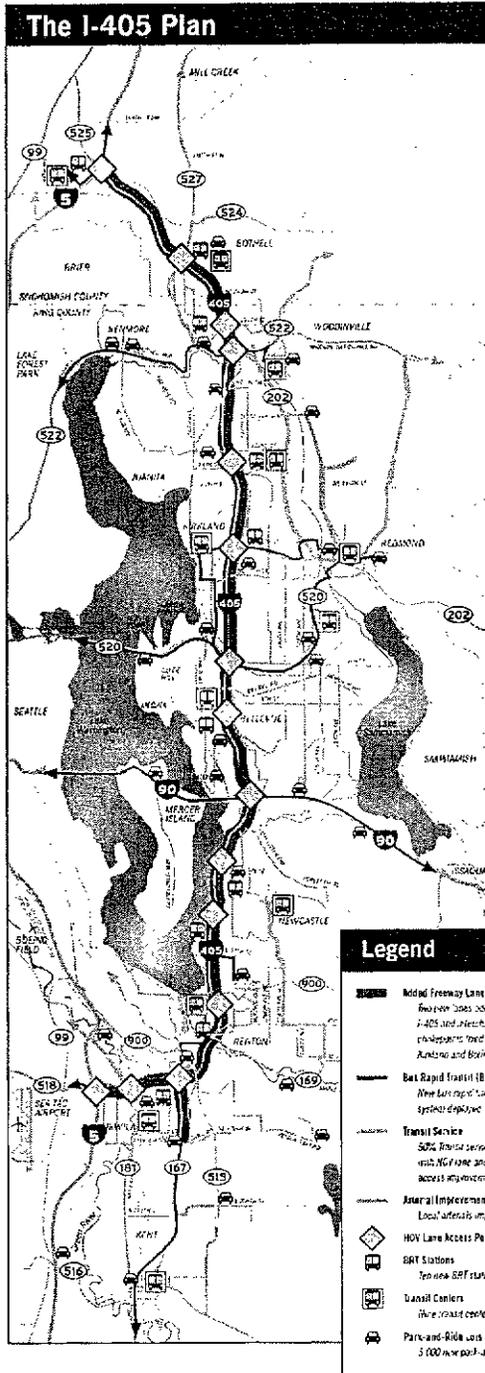
- 1) I-405 Corridor Program Map
- 2) I-405 Funded Projects Map
- 3) I-405 / NE 8th to SR 520 Braided Ramp Interchange Improvement Project Diagram
- 4) Proposed Resolution No. 7904

AVAILABLE IN COUNCIL OFFICE:

Draft I-405 / NE 8th to SR 520 Braided Ramps – Interchange Improvements Project Agreement Package.



The I-405 Corridor Program



What is the I-405 Program?

The Interstate 405 Corridor Program is a broad term for a program of more than 150 individual, coordinated projects to relieve congestion and improve mobility for motorists, transit and freight users along the freeway's 30-mile length. The full name is "Interstate 405 Congestion Relief and Bus Rapid Transit Projects." The master plan for fixing I-405 traffic includes all transportation modes, adding up to two new lanes each direction to I-405, a corridor-wide bus rapid transit (BRT) line and increased local transit service. It will fix bottlenecks such as the SR 167/I-405 interchange, improve key arterials, expand transit centers, and add about 1,700 new vanpools and over 5,000 park and ride spaces.

The I-405 Master Plan will ultimately:

- Add up to 2 lanes in each direction in I-405
- Develop a Bus Rapid Transit line with stations along I-405 and expanded transit centers
- Improve key arterials
- Accommodate an additional 110,000 trips per day in the corridor
- Reduce time stuck in traffic by over 13 million hours per year – an average of over 40 hours per year per regular user
- Produce travel time savings valued at \$569 million each year
- Save \$42 million each year in decreased traffic accidents
- Create 1700 new vanpools – a 100% increase
- Increase local transit service by up to 50% within the study area
- Build 5,000 new park-and-ride spaces
- Create eight new pedestrian/bicycle crossings over I-405
- Enhance freight mobility through better interchanges, travel time reduction, and updated and technologies
- Provide much-needed economic benefits for Washington State – for each \$1 million spent on new construction, an additional 30 jobs are created

I-405 Corridor Funded Projects

 NE 195th St. to SR 527 - NB Widening Project	
Construction start:	Open to traffic:
2009	2010

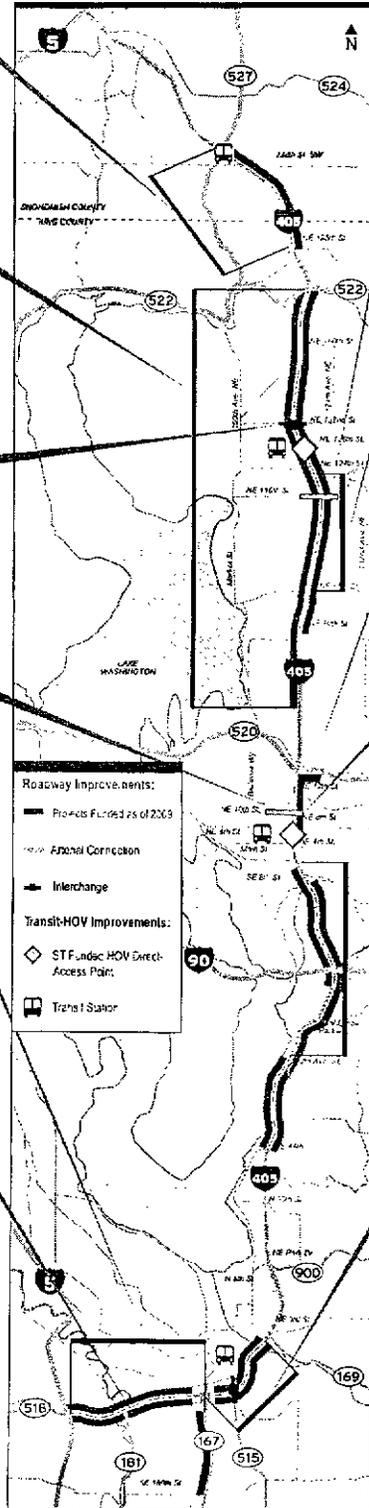
 SR 520 to SR 522 Widening Project	
Construction start:	Open to traffic:
2012	2015

 NE 132nd Street Interchange Project	
Construction start:	Open to Traffic:
2019	2021

 NE 10th St. Bridge Crossing Stage 2	
Construction start:	Open to Traffic:
2007	2009

 Renton Stage 1 Widening Project	
Construction start:	Open to traffic:
2007	2010

Springbrook Creek Wetland and Habitat Mitigation Bank	
Construction start:	Open:
2006	2009



 NE 116th Interchange Project	
Construction start:	Open to traffic:
2011	2012

 Kirkland Nickel Stage 1 Project	
Construction start:	Open to traffic:
2008	2007

 NE 8th St. to SR 520 Braided Ramps Project	
Construction start:	Open to traffic:
2009	2012

 NE 10th St. Bridge Crossing Stage 1	
Construction start:	Open to Traffic:
2008	2008

 South Bellevue Widening Project	
Construction start:	Open to traffic:
2007	2009

 Renton Stage 2 Widening & SR 515 Interchange Project	
Construction start:	Open to traffic:
2009	2011

I-405 / NE 8th Street to SR 520 Improvement Project Project Diagram

