



CONTRACT FACE SHEET

Document Type: Claim [X] Interlocal Agmt
Collective Bargaining Agmt [] Latecomer Agreement
Connection Charge Agmt [] Lease
Contract [] MOU
Franchise Agreement [] ROW Use Agmt
Grant Agmt [] Settlement Agmt
Relationship to Original: Amendment [] MOU
Cancellation [X] New
Change Order [] Release
Correspondence [] Renewal
Initial [] Retainage
Lien [] Working
*Vendor Name: WSDOT
*JDE PO Number: /
*Original's Effective Date: 05.07.2009
*Amendment's Effective Date: /
*Termination Date: 12.31.2099
*Clerk's Receiving Number: 45133 (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 Improvements Project" GCA 5853
Project Coordinator for I-405/NE 8th St to SR 520
KC Recording Number: /
Vendor or Parcel Number: /
File Location: 09-681

• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.
DEPT: TR Face Sheet Date 10.20.2009 JDE N/A
Scan/Index Date 10.20.2009 MT J ECM

CR# 45133 DATE 10.20.09 LOG 09.681
Res 7904 GCA 5853

Washington State Department of Transportation
and the City of Bellevue

COOPERATIVE AGREEMENT
For the City of Bellevue Project Coordinator
for the I-405/NE 8th ST TO SR 520 BRAIDED RAMPS –
INTERCHANGE IMPROVEMENTS PROJECT

THIS 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 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 entered into GCA 5852, Cooperative Agreement for the Design and Construction of the PROJECT; 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, as part of the PROJECT, the PARTIES have found it beneficial to have a CITY Project Coordinator to serve as a liaison for the CITY and to expedite review of PROJECT submittals; and

WHEREAS, pursuant to the terms of agreement GCA 5852, the STATE has committed to reimburse the CITY for costs that are directly related to services rendered solely for the PROJECT by a CITY Project Coordinator.

NOW, THEREFORE, pursuant to Revised Code of Washington (RCW) 39.34.080, which authorizes a public agency to contract with another public agency to perform any governmental service that each public agency is authorized to perform, and in consideration of the terms, conditions, covenants, and performances contained herein, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1.0 DESIGNATED REPRESENTATIVES

- 1.1 The CITY Project Coordinator will serve as the CITY's PROJECT liaison.
- 1.2 The STATE's I-405 Project Engineer will serve as the STATE's PROJECT liaison.

2.0 GENERAL

- 2.1 The STATE and the CITY agree that it is to the benefit of both PARTIES for the STATE to fund the temporary position of CITY Project Coordinator, in order to facilitate communication and coordination between the STATE and the CITY.
- 2.2 The individual serving in the capacity of CITY Project Coordinator shall be a Capital Projects Manager or greater.
- 2.3 The CITY shall consult with the STATE on its choice of the individuals chosen to serve in the CITY Project Coordinator position. The CITY and the STATE shall mutually agree on the individuals who will fill the CITY Project Coordinator position.
- 2.4 The CITY may not change the individuals serving in the capacity of CITY Project Coordinator at any time without first discussing these changes with the STATE and reaching a mutual agreement between the CITY and the STATE as outlined in Section 2.3.
- 2.5 More than one individual, meeting the terms and conditions of Sections 2.2 and 2.3, may serve in the Project Coordinator position.
- 2.6 The CITY Project Coordinator shall consult with the STATE's I-405 Project Engineer, on a basis to be mutually agreed upon by the STATE's I-405 Project Engineer and the CITY, for the purpose of PROJECT activity and priority direction.
- 2.7 The STATE shall only fund those hours worked by the CITY Project Coordinator for activities directly related to the PROJECT. All other hours not directly related to the PROJECT worked by the person serving as CITY Project Coordinator shall be paid by the CITY.
- 2.8 The PARTIES agree that the STATE shall pay for work by the CITY Project Coordinator, as outlined in Section 7.0.
- 2.9 The CITY may require the CITY Project Coordinator to work in excess of 40 hours per week. Even if the CITY Project Coordinator works more than 40 hours per week on PROJECT-related activities, the CITY shall bill the STATE, to the nearest thirty (30) minute increment, at the agreed upon all-inclusive flat-rate outlined in Section 7.0.

- 2.10 In the event the CITY Project Coordinator is absent, the CITY will assign a designee to act in the stead of the CITY Project Coordinator. The designee shall also be subject to the terms and conditions of Section 2.2. The CITY's designee acting on behalf of the CITY Project Coordinator shall serve no more than ten (10) consecutive business days. . If the CITY Project Coordinator is absent for more than ten (10) consecutive business days, the CITY shall name a replacement, temporary or otherwise, subject to the terms and conditions outlined in Sections 2.2, through 2.5.
- 2.11 If the STATE is unable to resolve to its satisfaction a dispute regarding the CITY Project Coordinator, upon following the dispute resolution process specified in Section 8.0, the STATE shall have the authority to request a replacement to fill the CITY Project Coordinator position.
- 2.11.1 The STATE's written request for replacement shall be submitted to the CITY, and the CITY shall have thirty (30) calendar days to comply. The CITY shall name a replacement CITY Project Coordinator subject to the terms and conditions outlined in Sections 2.2 through 2.5.
- 2.11.2 In the event that the CITY does not comply within thirty (30) calendar days, this AGREEMENT shall be considered terminated and the STATE will be released from any further obligations under this AGREEMENT.

3.0 CITY RESPONSIBILITIES

- 3.1 The CITY agrees to pay the individuals serving in the CITY Project Coordinator position and administer all employee benefits in the same manner as all other CITY employees, subject to the terms and conditions of Section 2.0.
- 3.2 The CITY agrees that the individuals serving in the CITY Project Coordinator position shall be required to submit a monthly activity report to the STATE of actual hours worked performing the tasks listed in Section 5.0. The activity report shall include a daily accounting of specific activities performed and specific hours worked to accomplish the tasks. The activity report shall be submitted to the STATE by the fifteenth (15) day of the month following any month in which the CITY Project Coordinator had at least thirty (30) minutes of work to report. The STATE will review the hours worked and, if accurate, will approve reimbursement to the CITY as agreed in Section 7.0.
- 3.3 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, and assisting with the process of applying for and obtaining any necessary permits from the CITY for PROJECT work within the CITY's jurisdiction. This coordination of efforts with the STATE will take place via the STATE's I-405 Project Engineer.

4.0 STATE RESPONSIBILITIES

4.1 The STATE's I-405 Project Engineer, or 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.

5.0 SCOPE OF WORK

5.1 The CITY Project Coordinator shall serve as a liaison between the STATE's I-405 Project Engineer and CITY staff.

5.2 The CITY Project Coordinator shall represent the CITY in design-build task force meetings and ongoing informal reviews during the design and construction of the PROJECT, which is estimated to be between May 2009 and December 2012. The CITY Project Coordinator shall be responsible for informing the appropriate CITY staff of discussions and decisions made at task force meetings.

5.3 The CITY Project Coordinator shall circulate PROJECT submittals to appropriate CITY staff and ensure timely CITY review. The CITY Project Coordinator shall be responsible for expediting those reviews, with the goal of limiting the CITY's PROJECT submittal review period to the specific timeframes and conditions agreed upon in Section 3.0 of GCA-5852.

5.4 The CITY 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.

6.0 SUPERVISION AND INDEPENDENT CAPACITY

6.1 The CITY Project Coordinator engaged in the performance of this AGREEMENT shall continue to be an employee of the CITY and shall not be considered, for any purpose, to be an employee of the STATE.

6.2 The CITY shall be responsible for the supervision of the CITY Project Coordinator.

7.0 PAYMENT

7.1 The STATE, in consideration of the faithful performance of work to be done by individuals serving in the CITY Project Coordinator positions, agrees to pay the CITY. Each individual shall bill an all-inclusive hourly rate, which includes all costs and benefits outlined in Sections 7.2 for a **Capital Projects Manager** or greater. The all-inclusive hourly rate shall be billed, to the nearest thirty (30) minute increment, for all hours worked in order to perform the specific tasks listed in Section 5.0. The per hour all-inclusive rate shall serve as full compensation to the CITY for work performed by any

individual serving in the CITY Project Coordinator position.

- 7.2 The PARTIES agree that the all-inclusive hourly rate shall be considered to include, but not be limited to, all costs associated with administrative costs, travel expenses, overtime, as well as medical insurance, retirement contributions, sick leave and vacation, and labor and industry payments.
- 7.3 The maximum amount payable by the STATE to the CITY under this AGREEMENT is \$150,000.
- 7.4 The CITY agrees to submit not more than once a month, a billing to the STATE summarizing the hours worked each day by the CITY Project Coordinator. The monthly activity report listed in Section 3.2 of this AGREEMENT shall be submitted as an attachment to the monthly billing.
- 7.5 Upon receipt of the monthly billing and the accompanying activity report, and upon STATE concurrence of the hours worked, the STATE agrees to reimburse the CITY within thirty (30) calendar days of receipt of an approved invoice.

8.0 DISPUTE RESOLUTION

- 8.1 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.
- 8.2 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.

9.0 INDEMNIFICATION

- 9.1 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 PARTY's 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.

9.2 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.

9.3 This indemnification and waiver shall survive the termination of this AGREEMENT.

10.0 INDEPENDENT STATUS

10.1 In the performance of this AGREEMENT, the PARTIES will be acting in their governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another.

10.2 The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The employees or agents of one PARTY shall not be deemed or construed to be the employees or agents of the other PARTY for any purpose whatsoever.

10.3 The CITY shall not make any claim of right, privilege, or benefit that would accrue to a STATE employee under chapter 41.06 RCW or Title 51 RCW.

11.0 AMENDMENT

11.1 This AGREEMENT may be modified or amended upon mutual agreement of the PARTIES via an amendment executed in accordance with Section 11.2, if the CITY Project Coordinator position is deemed necessary beyond the maximum amount payable outlined in Section 7.3.

11.2 Either PARTY may request modifications to this AGREEMENT. Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

12.0 ALL WRITINGS CONTAINED HEREIN

12.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.

12.2 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.

13.0 GOVERNANCE

- 13.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws.
- 13.2 The provisions of this AGREEMENT shall be construed to conform to those laws.

14.0 EFFECTIVENESS AND DURATION

- 14.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until completion of the PROJECT construction contract, or until GCA 5852 is terminated pursuant to the termination clauses of that agreement, whichever occurs earlier.

15.0 SEVERABILITY

- 15.1 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.

16.0 TERMINATION

- 16.1 This AGREEMENT may be terminated by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.
- 16.2 The STATE shall be responsible for reimbursing the CITY for all hours worked by the CITY Project Coordinator under the terms of this AGREEMENT prior to the date of termination.
- 16.3 The STATE shall not be responsible for reimbursing the CITY for any hours worked by the CITY Project Coordinator beyond 10 days after the date of termination of this AGREEMENT. Hours worked by the CITY Project Coordinator during these 10 days shall be minimal for administrative issues and project close out.

17.0 VENUE

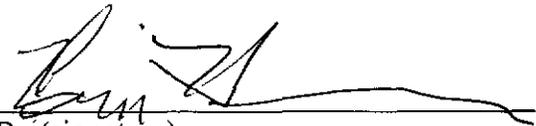
- 17.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in the superior court situated in King County, Washington.

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

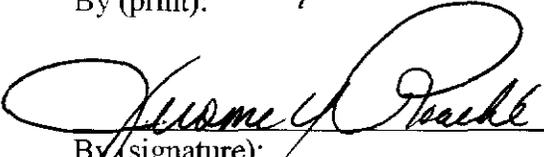
5/7/09
Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jerome G. Roache
By (print):

Elizabeth Lagerbey
By (print):


By (signature):
ANT 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):

Date:

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
3. Communications: Written and Oral

DSD
Sally Nichols

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 8a-1
Minutes of February 2, 2009 Study Session
Minutes of February 2, 2009 Regular Session
- (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 - 112 th Avenue NE, in Bellevue. | UTIL | <u>8-67</u> |
| (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 | <u>8-73</u> |
| (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 | <u>8-79</u> |
| (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 | <u>8-83</u> |
| <i>(Discussed with Council on March 9, 2009.)</i> | | |
| (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 | <u>8-87</u> |
| <i>(Discussed with Council on March 9, 2009)</i> | | |
| (q) Resolution No. 7903 approving the 2009 A Regional Coalition for Housing (ARCH) Budget and Work Plan. | PCD | <u>8-105</u> |
| <i>(Discussed with Council on March 9, 2009)</i> | | |
| (r) Resolution No. 7875 authorizing execution of a four-year professional services agreement with Yates, Wood & MacDonald, Inc., for property management | PARK | <u>8-123</u> |

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

TRAN
Goran
Sparman
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.

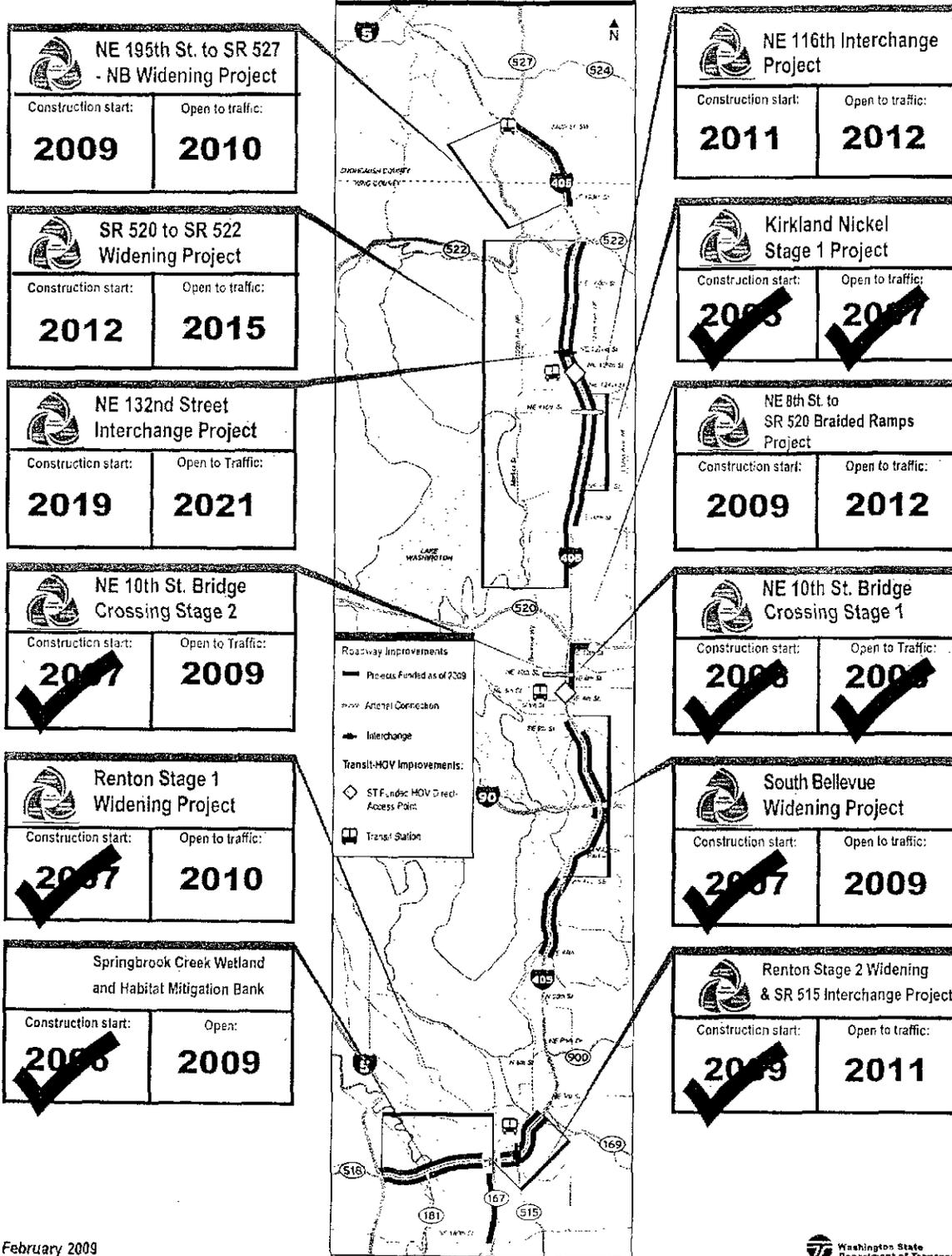
ATTACHMENTS:

- 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.

I-405 Corridor Funded Projects



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

