



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: 45134 (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 UT 01294
Work by State Actual Cost
I-405/NE 8th St to SR520
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 ECM

CR# 45134 DATE 10-20-09 LOC 09-681

Res 17904

UT 01294

**UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter called the "STATE," and the CITY OF BELLEVUE, 450 110TH AVE NE, BELLEVUE, WA 98004, hereinafter called the "CITY," collectively referred to as the "PARTIES," and individually referred to as the "PARTY."

WHEREAS, the STATE is planning the construction or improvement of State Route I-405, Control Section 174302, I-405/NE 8TH ST TO SR 520 BRAIDED CROSSING - INTERCHANGE IMPROVEMENTS project, hereinafter called the "PROJECT," and in connection therewith, it is necessary to protect, modify and/or relocate certain CITY- owned facilities (hereinafter "UTILITIES"). Said work hereinafter called the "UTILITY WORK," and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the necessary items of UTILITY WORK in the STATE's design-build construction contract, and

WHEREAS, the CITY is obligated to reimburse the STATE for any UTILITY WORK required for facilities not located on easements or CITY-owned right-of-way (hereinafter "CATEGORY 1 UTILITIES"), and the STATE is obligated to pay for the protection, modification and/or relocation of CITY-owned facilities where the CITY has a compensable property interest by virtue of being located on easements or CITY-owned right-of-way (hereinafter "CATEGORY 2 UTILITIES"),

NOW, THEREFORE, pursuant to chapter 47.44 RCW, 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. PLANS, SPECIFICATIONS, CONSTRUCTION, INSPECTION AND WORK
ACCEPTANCE**

1.1 This AGREEMENT addresses UTILITY WORK, relating to CATEGORY 1 UTILITIES, that is necessary to protect, modify and/or relocate UTILITIES for purposes of the PROJECT. CATEGORY 2 UTILITIES are not covered by this Agreement.

1.2 The STATE, through its Design-Builder, agrees to perform the UTILITY WORK, including both design and construction, in accordance with the Scope of Work marked Exhibit A, and Plans, marked Exhibit C, both attached hereto and by this reference made part of this AGREEMENT.

1.3 The STATE shall require its Design-Builder to develop the designs for the UTILITY WORK in accordance with the Bellevue City Code and current City of Bellevue Engineering Standards as generally shown on Exhibit C, STATE utility permit and/or franchise requirements, and the specifications including in the PROJECT Request for Proposal (RFP) and amendments; to the extent that the RFP specifications affect the UTILITY WORK, such specifications are included in this AGREEMENT and Exhibit A by this reference. In accordance with Exhibit A, the CITY agrees to work directly with the Design-Builder and shall review and approve the design build final plans and specifications for the UTILITY WORK. The STATE shall further require its Design-Builder to construct the CITY facilities in accordance with the CITY-approved plans and specifications.

1.4 The CITY may, if it desires, furnish an inspector on the UTILITY WORK in accordance with Exhibit A. The CITY agrees any costs for CATEGORY 1 UTILITY WORK inspection will be borne solely by the CITY.

- 1.5 The STATE shall promptly notify the CITY in writing when the UTILITY WORK is completed.
- 1.6 The CITY shall, within ninety (90) days of being notified that the UTILITY WORK is completed: (a) deliver a letter of acceptance to the STATE, or (b) deliver to the STATE written notification listing all reasons for withholding acceptance.
- 1.7 If the CITY does not respond within ninety (90) days, the UTILITY WORK will be deemed accepted by the CITY, and the STATE shall be released from all future claims and demands resulting from the performance of the UTILITY WORK under this AGREEMENT.
- 1.8 Upon completion and acceptance of the UTILITY WORK, the CITY agrees that it shall be solely responsible for all future ownership, operation and maintenance of its UTILITIES, without STATE liability or expense.
- 1.9 In regards to CITY acceptance addressed in sections 1.6 or 1.7 above, the CITY does not waive or accept any claim or demand for defects in design or construction to the extent of the Design-Builder's liability to the STATE for such defects. It is agreed that the STATE's liability to the CITY under such circumstances shall not exceed sums, if any, as may be recovered from the Design-Builder. The CITY shall have full responsibility for preparation and presentation of such claims, if any, and shall bear all expenses thereof, including attorneys' fees and costs and any expenses of any nature, including attorneys' fees and costs which may be incurred by the STATE.

2. COST LIABILITY AND PAYMENT

- 2.1 The estimated cost for UTILITY WORK to be performed by the STATE's Design-Builder at CITY expense is ONE MILLION TWO HUNDRED SIX THOUSAND SIX HUNDRED FIVE DOLLARS (\$1,206,605) and is detailed in Exhibit "B," attached hereto and by this reference made a part of this AGREEMENT. The estimate is based on a conceptual design to protect, modify or relocate CITY UTILITIES which have been identified as possibly being in conflict with the PROJECT and is for budgetary purposes only. The estimate summarizes the anticipated costs for both the STATE and the Design-Builder. The purpose of the estimate is to provide the CITY with a framework upon which to plan funding authorization for the UTILITY WORK. It is understood by the PARTIES that the estimated funds may or may not be sufficient to complete the actual UTILITY WORK required by the PROJECT. In the event of an increase in the CITY's cost obligation of 25 percent or more from the total estimate shown in Exhibit B, the PARTIES agree to amend Exhibit B to identify said increase.
- 2.2 Notwithstanding section 2.1 above, the CITY agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the UTILITY WORK in this AGREEMENT.
- 2.3 The CITY agrees that it is responsible for the Design-Builder's bid price for the UTILITY WORK identified in Section 4.4 Exhibit A Scope of Work, including any increased costs allowed pursuant to the Design-Build Contract.
- 2.4 The STATE shall invoice the CITY within five (5) days after receiving its Design-Builder's invoice for CITY UTILITY WORK. In recognition that the STATE does not have the legal authority to pay for the CITY's UTILITY work, the CITY agrees to make payment to the STATE within twenty-five (25) days of receipt of a STATE invoice. Invoices and supporting documentation will be submitted to the CITY on a monthly basis. The PARTIES agree that any payment will not constitute agreement as to the appropriateness of any item and that at the time of final invoice, all required adjustments will be made and reflected in a final payment.
- 2.5 The CITY agrees that if payment for the UTILITY WORK is not made within the provisions of section 2.4, the STATE may withhold any monies to which the CITY is entitled to receive from the Motor Vehicle Fund until payment for the UTILITY WORK is received by the STATE. If payment is not timely received, the STATE may expend those monies withheld toward costs owed, including 1% per month interest charges applied to any amounts owed beyond the twenty-five (25) day period.

3. EXTRA WORK

3.1 In the event it is determined that a change from the Scope of Work contained in Exhibit A is required, written approval must be secured from the CITY, through the STATE prior to beginning of such work. The STATE shall require it's Design-Builder to provide written documentation for the change that will include the description of work, justification for change, and costs that could be triggered by the requested change as part of its request. The City shall respond in writing to the STATE within seven (7) calendar days.

4. BETTERMENTS

4.1 For purposes of this AGREEMENT, a Betterment is any upgrading of UTILITIES that is not attributable solely to the construction of the PROJECT, and is made solely for the benefit of and at the election of the CITY, including an increase in the capacity, capability, level of service, efficiency, duration, or function of the relocated or replaced or new UTILITIES over that which was provided by the existing UTILITIES. The CITY shall be responsible for the additional cost of any Betterment. If the CITY requests or determines a Betterment is needed in relation to the UTILITIES covered by this AGREEMENT, said Betterment shall be pursuant to section 3.1. The CITY shall be fully responsible for all costs of any nature related to a Betterment.

5. COMPLIANCE

5.1 The CITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

6. RIGHT OF ENTRY AND FUTURE OWNERSHIP, OPERATION AND MAINTENANCE

6.1 The CITY hereby grants to the STATE, including the STATE's employees, Design-Builder and its employees, consultants and subcontractors, a right of entry upon all land in which the CITY has interest for the purpose of performing the UTILITY WORK and PROJECT work.

6.2 In accordance with Exhibit A, Section 3, the CITY agrees, after relocation and/or adjustment of its facilities, to execute and deliver to the STATE a quit claim deed removing all CITY property interests from within the STATE's right of way.

6.3 Upon completion of the UTILITY WORK, all future ownership, operation and maintenance of the CITY's UTILITIES shall be at the sole cost of the CITY and without expense to the STATE.

7. EASEMENT, PERMIT OR FRANCHISE

7.1 Following completion and acceptance of the UTILITY WORK, the STATE shall amend or issue to the CITY the necessary permits, franchises or franchise amendments for those CITY UTILITIES located within STATE right of way. The CITY agrees to work with the Design-Builder using the process for submittal, review and approval of permits, franchises or franchise amendments found in Section 2.10.4.2 "New Franchises and Permits" of the PROJECT Request for Proposal. A copy of Section 2.10.4.2 is attached to Exhibit A as Attachment 2.

7.2 The CITY shall, after UTILITY WORK acceptance, execute and deliver to the STATE a quit claim deed removing all CITY property interests from within the STATE's right of way. The current CITY interests to be quit claimed include, but are not limited to: Maintenance Easement 20060815002042; Traffic Signal Easement 20060815002041; Water Easement 19991117000913; Sewer Easement 19991117000914; Easement 5994068; Easement 5994067; Easement 5994066; Sanitary Sewer Easement 6057045; Sanitary Sewer Easement 5994065; Sewer Pipe Easement 5994048; Sewer Pipe Easement 5994047; Sewer Pipe Easement 5994064; Sewer Pipe Easement 5935583; Sewer Pipe Easement 5994063; Sewer Pipe Easement 5994062; Water Easement 5844728; Water Easement 4972661; and Water Easement 9307090347. Reference Exhibit A, Attachment 1 for a sketch of the easements listed above.

8. TERMINATION

8.1 This AGREEMENT may be terminated upon sixty (60) days written notice given by either the CITY or the STATE. Upon termination by either PARTY, the CITY shall immediately pay the STATE for all actual direct and related indirect expenses and costs relating to the UTILITY WORK incurred by the STATE and/or by the Design-Builder, including the costs of non-cancelable obligations and/or Design-Builder claims relation to the termination of the UTILITY WORK, up to the date of termination. Should this AGREEMENT be terminated, any remaining UTILITY WORK, if any, required for the PROJECT shall be performed in accordance with the applicable STATE utility permit or franchise in effect at the time of termination and all costs shall be the responsibility of the CITY.

9. DISPUTES

9.1 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.

9.2 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.

10. INDEMNIFICATION

10.1 To the extent authorized by law, the CITY and STATE shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one PARTY arising out of, in connection with, or incident to the other PARTY's own negligent performance or failure to perform any aspect of this AGREEMENT; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, their employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CITY or STATE; and provided further, that nothing herein shall require the CITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that PARTY's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this AGREEMENT.

11. AMENDMENTS

11.1 This AGREEMENT may be amended by the mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the PARTIES.

12. AUDIT AND RECORDS

12.1 During the progress of the Work and for a period of not less than three (3) years from the date of final payment, both PARTIES shall maintain the records and accounts pertaining to the UTILITY WORK and shall make them available for inspection and audit by the other PARTY and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the UTILITY WORK will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

12.2 Each PARTY shall have full access to and right to examine said records of the other PARTY during normal business hours and as often as it deems necessary, and each PARTY shall pay for all costs of copies requested from the other PARTY.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year last written below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CITY OF BELLEVUE

By: [Signature]
Print: KIM HENRY
Title: PROJECT DIRECTOR
Date: 5/7/09

By: [Signature]
Print: David B Berg
Title: Deputy Director, Transp
Date: 4/9/09

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: 3-12-09

Date: 4/13/09

By: [Signature]
Assistant Attorney General

By: [Signature]
City Attorney

**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

EXHIBIT A

SCOPE OF WORK, SPECIFICATIONS & SPECIAL CONSIDERATIONS

UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

EXHIBIT "A"
SCOPE OF WORK

The UTILITY WORK under this AGREEMENT provides for the STATE, through its Design-Builder, to design and construct facilities necessary to protect, modify or relocate CATEGORY 1 CITY UTILITIES that are in conflict with the PROJECT. The existence of an actual conflict will depend on the final design provided by the Design-Builder.

The STATE will produce preliminary plans, specifications and cost estimates for the design-build PROJECT. The Design-Builder will finalize the PROJECT design and the UTILITY protection, modification or relocation designs required to construct the PROJECT. The design as it relates to the UTILITY WORK will be required to meet or exceed the CITY's design and construction requirements, as well as the STATE's requirements for the construction of I-405.

1. SCOPE OF WORK

The STATE, through its Design-Builder, shall design, review, approve, construct and inspect UTILITY WORK necessary to protect, modify or relocate CATEGORY 1 CITY UTILITIES that are in conflict with the PROJECT.

2. SPECIFICATIONS

Protection, modification, or relocation of the CITY UTILITIES will be designed and constructed according to the specifications included in the PROJECT Request for Proposal (RFP) and amendments, in addition to the Bellevue City Code and current City of Bellevue Engineering Standards for UTILITY WORK within STATE property as generally shown in Exhibit C.

3. WORK BY THE CITY

3.1 The CITY shall furnish the labor, at its own cost, required to administer this AGREEMENT, including but not limited to, review and approval of the design of UTILITY WORK necessary to protect, modify or relocate CITY UTILITIES, as well as any CITY inspection of the UTILITY WORK as constructed by the Design-Builder.

3.2 The CITY shall review UTILITY WORK specification and plan submittals made by the Design-Builder and return said submittals to the Design-Builder within fourteen (14) calendar days after receipt of each submittal. The CITY agrees to indicate on each submittal either "approved," "approved with comments," or "not approved, Design-Builder to revise and resubmit." The aforementioned submittal review process will apply to any re-submittals resulting from a prior review. The CITY will have the right to inspect the UTILITY WORK. The CITY shall coordinate a mutually agreeable schedule and scope of inspection directly with the Design-Builder for CITY inspections. The CITY shall report any UTILITY WORK deficiencies in writing to the STATE and the Design-Builder's Construction Quality Assurance Manager for resolution. 3.3 All costs for work performed under this Section 3 will be borne solely by the CITY.

4. WORK BY STATE

4.1 The STATE shall require its Design-Builder to prepare plans and specifications, as well as construct any protections, modifications or relocations of CITY UTILITIES in conflict with the PROJECT.

4.2 The STATE shall require its Design-Builder to perform all inspection, sampling and testing of the UTILITY WORK in accordance with the Design-Builder's approved Quality Management Plan developed by the Design-Builder and approved by the STATE.

4.3 The STATE will attend meetings between the Design-Builder and the CITY.

4.4 Since the PROJECT is being designed and constructed using a design-build project delivery method, the exact identity and number of CATEGORY 1 UTILITIES that may require protection, modification, or relocation in order to accommodate the PROJECT is unknown until such time as the design is developed by the Design-Builder. Nevertheless, based on conceptual plans, the PARTIES have identified the following seven (7) UTILITIES as possibly being in conflict with the PROJECT. The UTILITY WORK related to these seven (7) UTILITIES will be included as bid items in the RFP for the PROJECT.

- 1) Sanitary Sewer crossing I-405 near Milepost 13.78 – UI 517
- 2) 12" Water line crossing I-405 near Milepost 13.83 - UI336
- 3) 16" Water Main crossing I-405 near Milepost 14.12 - UI348
- 4) 8" Water line outside WSDOT right-of-way near Milepost 14.52 - UI380
- 5) 8" Sanitary Sewer crossing SR520 near Milepost 7.26 - UI421
- 6) 20" Water Main crossing SR520 near Milepost 7.37 - UI428
- 7) 12" and 8" Sanitary Sewer lines crossing SR520 near Milepost 7.53-7.60 - UI429

4.5 The CITY is responsible to pay for all work associated with the above referenced bid items at the price contained in the price proposal in the design-build contract, as may be adjusted from time to time pursuant to the design-build contract. If as a result of the final design for the PROJECT the UTILITY WORK identified above is either not required to be performed or reduced in scope, the STATE will seek a credit from the Design-Builder as appropriate under the design-build contract. It is acknowledged by the PARTIES that there may be additional CATEGORY 1 UTILITIES over and above those UTILITIES identified above that may require protection, modification or relocation in order to accommodate the PROJECT. As the PROJECT progresses, should other CATEGORY 1 UTILITIES be identified that require protection, modification, or relocation, the PARTIES agree that the resulting UTILITY WORK will be addressed pursuant to the terms of this AGREEMENT and shall not be considered a change to this Scope of Work. In such an event, should the Design-Builder have a right to an increase in contract price pursuant to the design-build contract, the CITY shall cooperate with the Design-Builder in developing a price to perform such UTILITY WORK. The CITY shall be responsible to reimburse the STATE for all such increases.

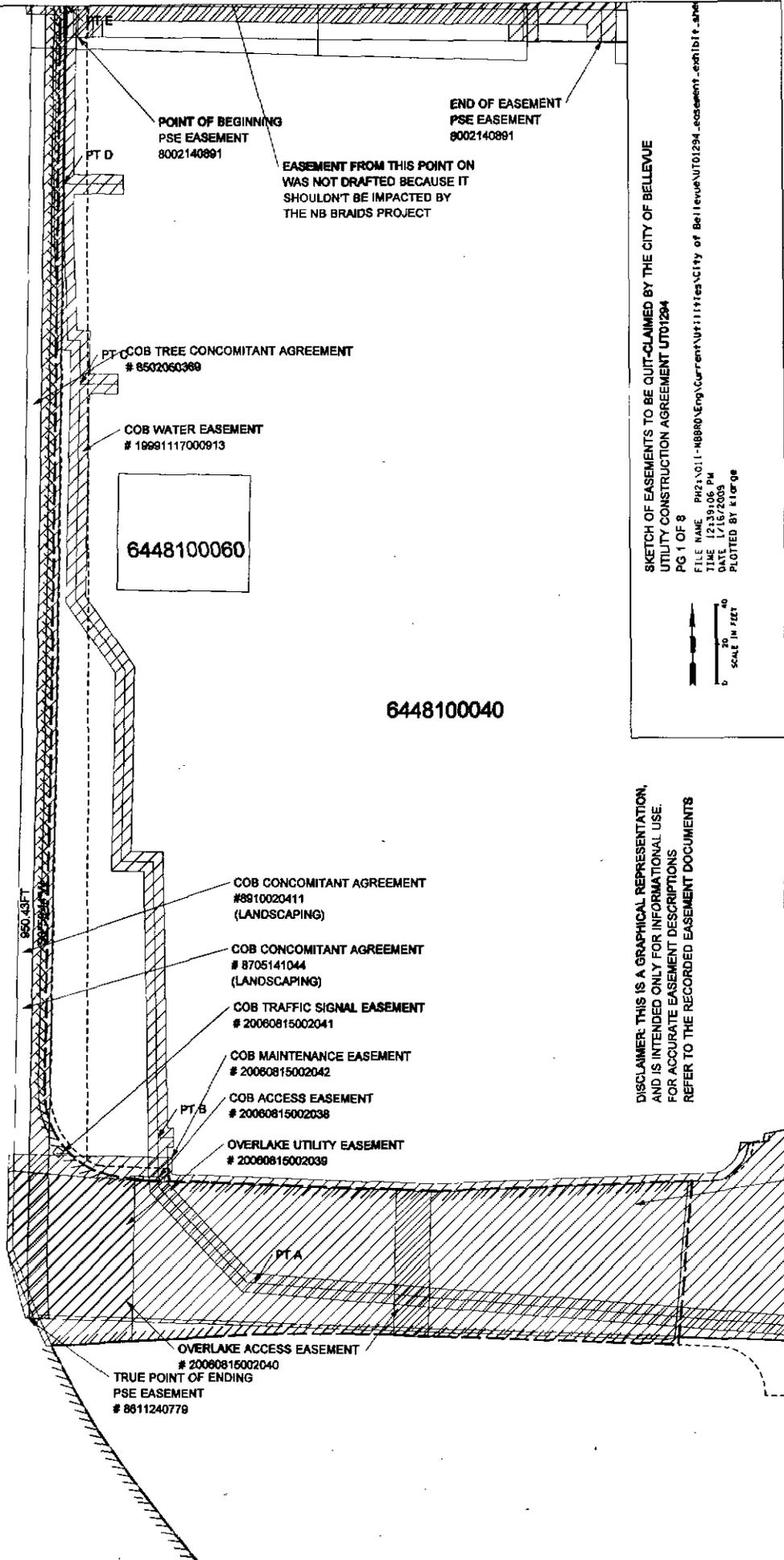
**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

EXHIBIT A, ATTACHMENT 1

**SKETCH OF EASEMENTS TO BE QUIT-
CLAIMED BY THE CITY OF BELLEVUE**

I-405



POINT OF BEGINNING
PSE EASEMENT
#8002140891

END OF EASEMENT
PSE EASEMENT
#8002140891

EASEMENT FROM THIS POINT ON
WAS NOT DRAFTED BECAUSE IT
SHOULDN'T BE IMPACTED BY
THE NB BRAIDS PROJECT

PT C
COB TREE CONCOMITANT AGREEMENT
8502060369

COB WATER EASEMENT
19991117000913

6448100060

6448100040

COB CONCOMITANT AGREEMENT
#8910020411
(LANDSCAPING)

COB CONCOMITANT AGREEMENT
8705141044
(LANDSCAPING)

COB TRAFFIC SIGNAL EASEMENT
20060815002041

COB MAINTENANCE EASEMENT
20060815002042

COB ACCESS EASEMENT
20060815002038

OVERLAKE UTILITY EASEMENT
20060815002039

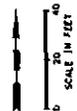
OVERLAKE ACCESS EASEMENT
20060815002040

TRUE POINT OF ENDING
PSE EASEMENT
8611240779

DISCLAIMER: THIS IS A GRAPHICAL REPRESENTATION,
AND IS INTENDED ONLY FOR INFORMATIONAL USE.
FOR ACCURATE EASEMENT DESCRIPTIONS
REFER TO THE RECORDED EASEMENT DOCUMENTS

SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
UTILITY CONSTRUCTION AGREEMENT UT01294

PG 1 OF 8
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DATE: 1/15/2005
PLOTTED BY: K10706



9102051329
UNKNOWN LOCATION

2925059307

COB EASEMENT
5994067

COB EASEMENT
5994088

369.85FT
S85°57'28"

NE 12TH ST

SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
UTILITY CONSTRUCTION AGREEMENT UT01294
PG 2 OF 8

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COB SEWER EASEMENT
19991117000814

6448100010

270.18FT
S55°24'25"W

PSE GAS EASEMENT
8611240779
10049 EASEMENT SF TOTAL
4692 EASEMENT SF WITHIN FEE AREA
4606 EASEMENT SF WITHIN TCE AREA
751 EASEMENT SF WITHIN COB AREA

OVERLAKE PERIMETER ROAD
CCR # 20050825001308

OVERLAKE PERIMETER ROAD
#9901281413

6448100020

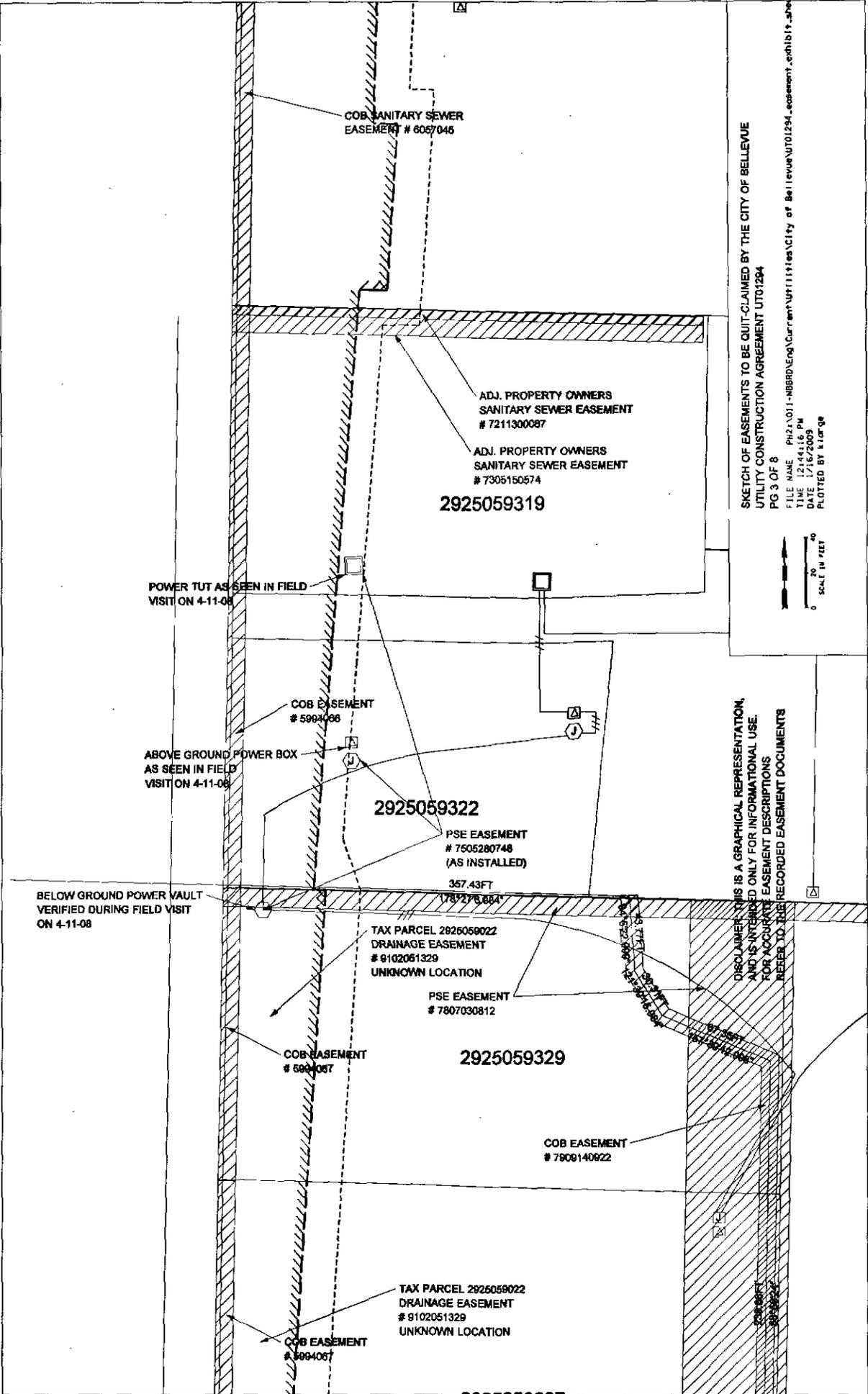
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PSE GAS EASEMENT
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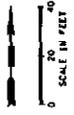
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146.02
N88°17'



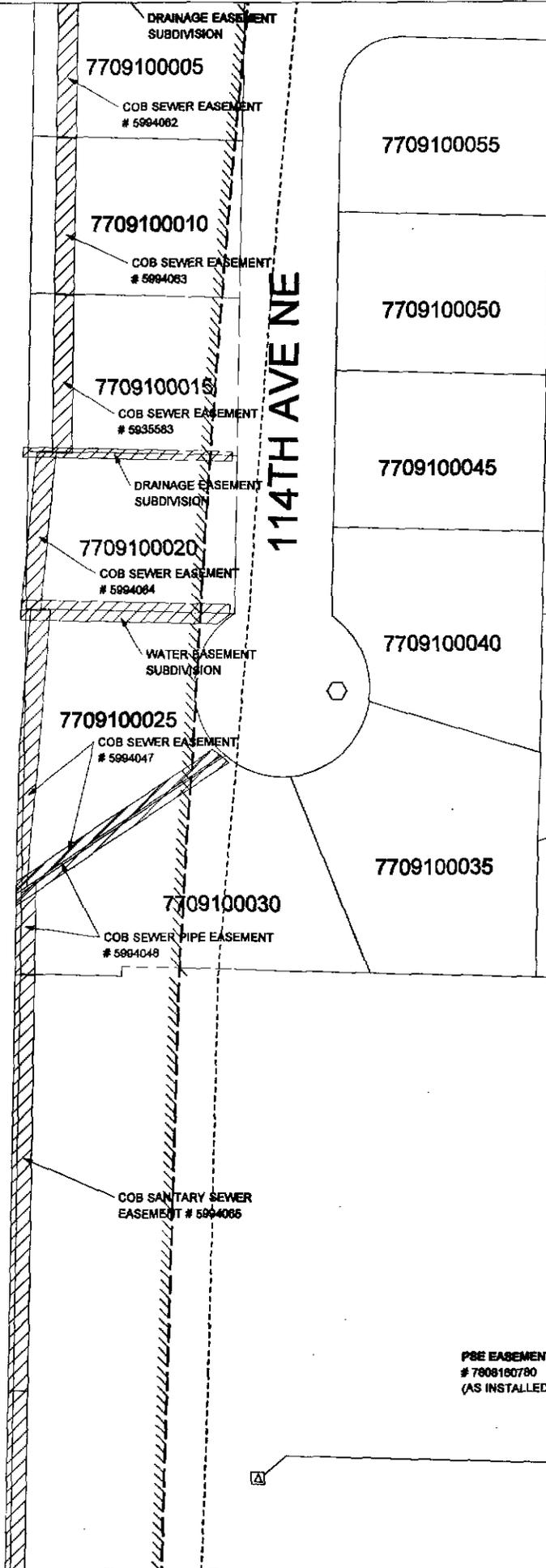
SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
 UTILITY CONSTRUCTION AGREEMENT UT01294

PG 3 OF 8
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 FOR ACCURATE EASEMENT DESCRIPTIONS
 REFER TO THE RECORDED EASEMENT DOCUMENTS

I-405



SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
 UTILITY CONSTRUCTION AGREEMENT UT01294
 PG 4 OF 8
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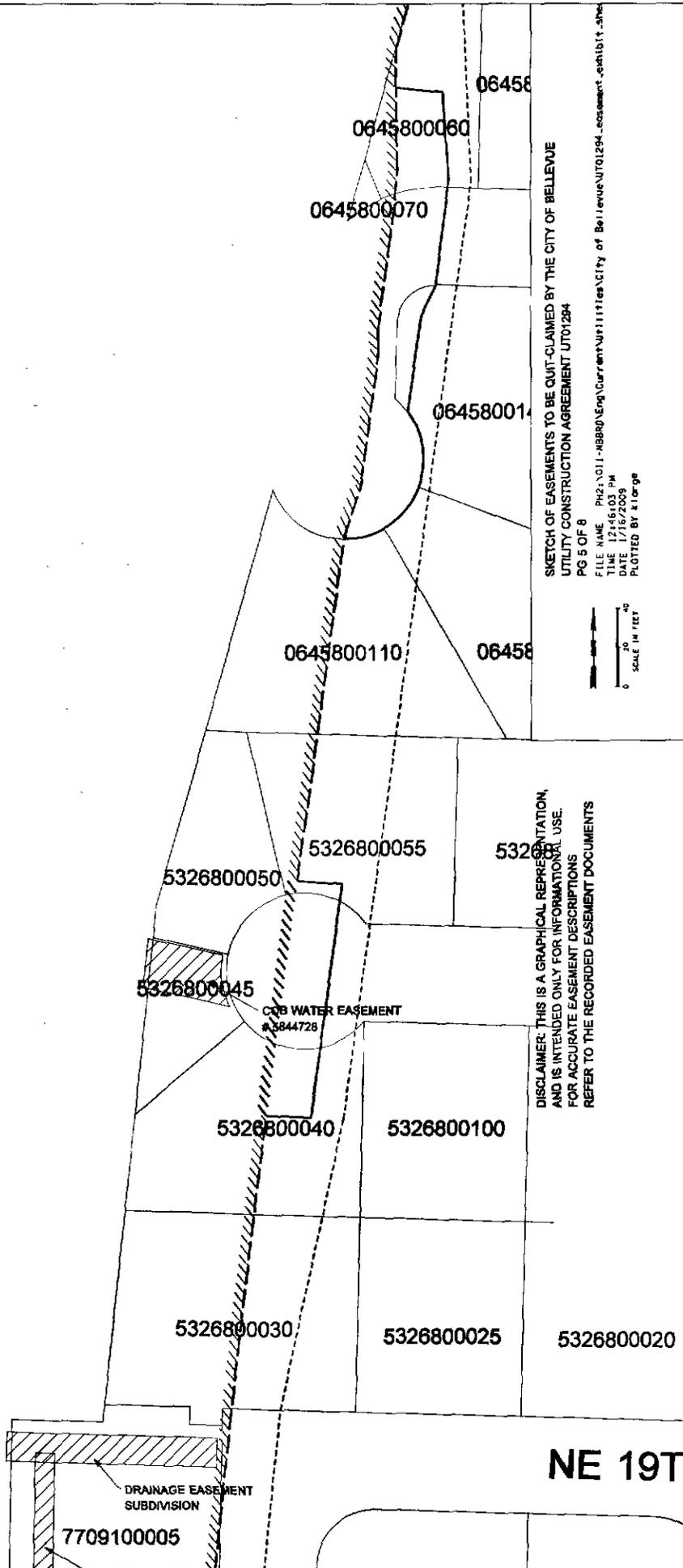
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 AND IS INTENDED ONLY FOR INFORMATIONAL USE.
 FOR ACCURATE EASEMENT DESCRIPTIONS
 REFER TO THE RECORDED EASEMENT DOCUMENTS

2925059074

PSE EASEMENT
 # 7808180780
 (AS INSTALLED)

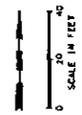
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I-405



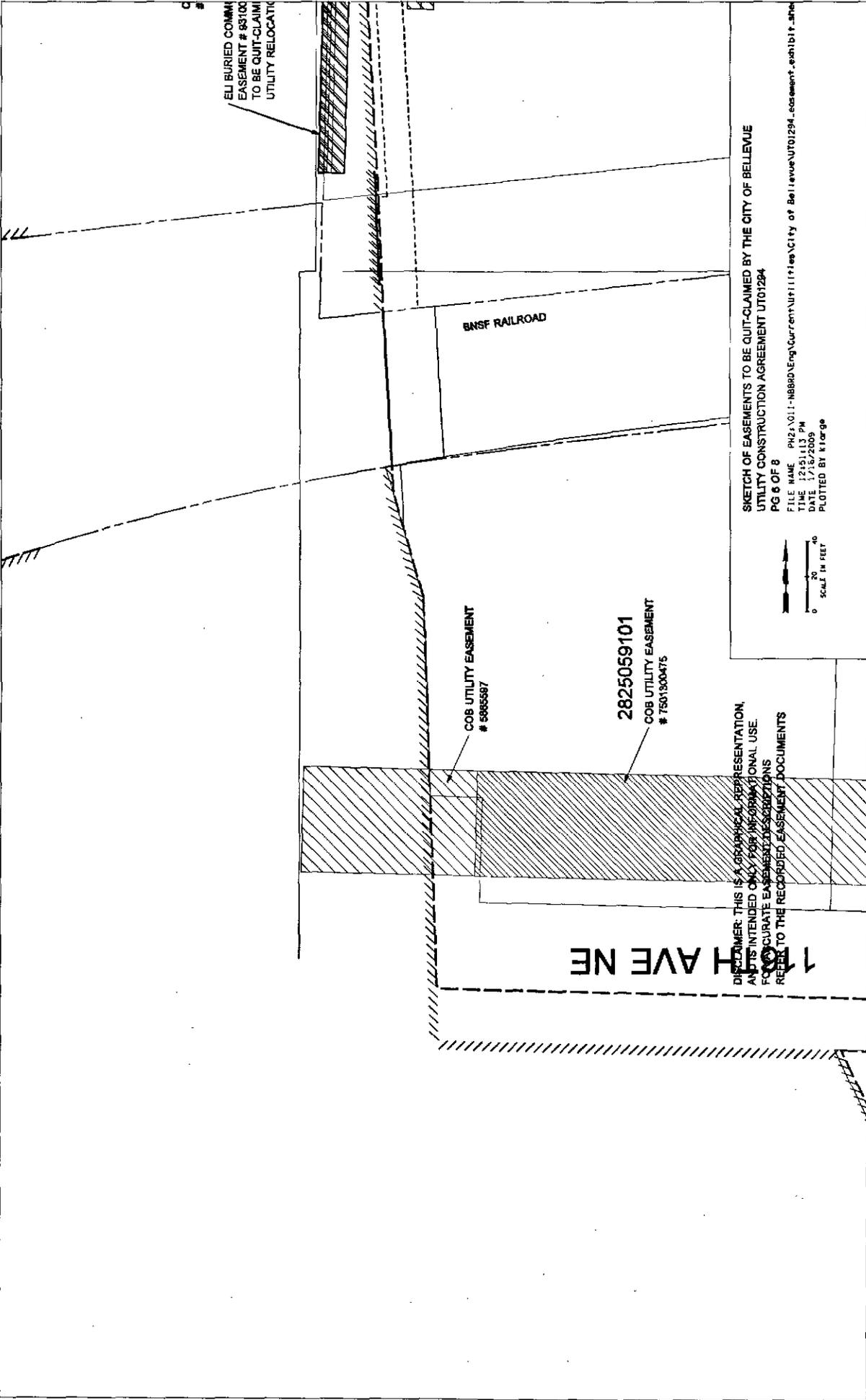
SKETCH OF EASEMENTS TO BE OBTAINED BY THE CITY OF BELLEVUE
 UTILITY CONSTRUCTION AGREEMENT UT01284

PG 5 OF 8
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 FOR ACCURATE EASEMENT DESCRIPTIONS
 REFER TO THE RECORDED EASEMENT DOCUMENTS

NE 19T



ELI BURIED COMM
EASEMENT # 83100
TO BE QUIT-CLAIM
UTILITY RELOCATED

BNSF RAILROAD

COB UTILITY EASEMENT
5885587

2825059101
COB UTILITY EASEMENT
7501300475

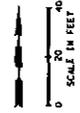
1100 H AVE NE

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SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
UTILITY CONSTRUCTION AGREEMENT UT01284

PG 6 OF 8

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PLOTTED BY K10r9e



COB WATER EASEMENT
4972691

IF BURIED COMMUNICATION
EASEMENT # 9310041366
TO BE QUIT-CLAIMED AFTER
UTILITY RELOCATION

PT A

PT D

COB WATER EASEMENT
9307080347

PT C

AVE NE

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SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
UTILITY CONSTRUCTION AGREEMENT UT01284

PG 7 OF 8

FILE NAME P:\21\011-NBRR\Eng\Current\UT111111\City of Bellevue\UT01294_easement.dwg
TIME 12:52:14 PM
DATE 1/16/2009
PLOTTED BY K LORGE



NE 24TH ST

SR 520

POINT OF BEGINNING

2826059282

NORTHUP WAY

120TH AVE NE

SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
UTILITY CONSTRUCTION AGREEMENT UTO1294

PG 8 OF 8

FILE NAME PH21\011-HBRO\ENR\Current\Utility\City of Bellevue\UTO1294_easement_exhibit.dwg
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DATE 1/16/2009
PLOTTED BY K10rge



DISCLAIMER: THIS GRAPHICAL REPRESENTATION,
AND IS INTENDED ONLY FOR INFORMATIONAL USE
FOR ACCURATE EASEMENT DESCRIPTIONS
REFER TO THE RECORDED EASEMENT DOCUMENTS

PSE POWER EAS
8206050807

**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

EXHIBIT A, ATTACHMENT 2

**CHAPTER 2.10.4.2 OF THE PROJECT
REQUEST FOR PROPOSAL**

1 **2.10.4.2 NEW FRANCHISES AND PERMITS**

2 A permit or franchise is required for any Utility Work within WSDOT Right of Way in
3 which the Utility Owner has not established a property right. The Utility Owner shall
4 prepare an application for a new or amended franchise or permit simultaneously with
5 preparation of the Relocation Agreement or design of modifications necessary for
6 Protection in Place. The Design-Builder shall ensure that the Utility Owner submits an
7 application for a new or amended franchise or permit to WSDOT as far in advance of
8 construction as possible, but in any event not later than ~~30 Calendar Days~~ prior to
9 construction. The application and Relocation Agreement shall be revised as necessary to
10 obtain a franchise or permit from WSDOT.

11 The Design-Builder shall ensure that a new or amended permit or franchise has been issued
12 by WSDOT prior to beginning construction of any Relocation or Protection in Place. A
13 new or amended permit or franchise is not required for the abandonment or removal of an
14 existing Utility from within the WSDOT Right of Way. A list of existing Franchise/Permit
15 Utilities is provided in the Utilities Summary Listings (Appendix U2).

16 **2.10.4.3 ASSIGNMENT/DELEGATION OF UTILITY PERMITS/FRANCHISE RIGHTS AND**
17 **OBLIGATIONS**

18 For each Franchise/Permit Utility determined by the Design-Builder as requiring
19 Relocation, the Design-Builder shall prepare an "Assignment/Delegation of Utility
20 Permit/Franchise Rights and Obligations" document in a form substantially similar to
21 Appendix U1. The Design-Builder shall submit the completed document to WSDOT for
22 approval and execution. The Design-Builder may begin working with a Utility Owner
23 prior to execution of the document by WSDOT, provided that the document shall be
24 submitted to WSDOT no later than the Design-Builder's submittal of the first draft of a
25 Relocation Agreement.

26 If the Design-Builder determines that it will be unable to successfully negotiate a
27 reasonable Relocation Agreement with the Utility Owner for a particular Franchise/Permit
28 Utility, the Design-Builder shall notify the Utility Owner and WSDOT of such
29 determination. The Design-Builder may, in addition to requesting assistance from
30 WSDOT in accordance with Section 1-07 of the General Provisions, exercise the rights
31 that have been assigned to it pursuant to the applicable Assignment/Delegation document,
32 provided, however, that WSDOT makes no representation or warranty as to the Design-
33 Builder's ability under the Assignment/Delegation document to enforce those rights in a
34 manner that satisfies the Design-Builder's Project requirements, or at all.

35 **2.10.5 IDENTIFICATION OF UTILITIES**

36 **2.10.5.1 INFORMATION SUPPLIED BY WSDOT**

37 As specified in Section 1-07 of the General Provisions, WSDOT has performed certain
38 investigations of existing Utilities located within the Right of Way. These investigations
39 were preliminary, and their results may be inaccurate and/or incomplete. The Utility
40 Information is provided in Appendix U. The Design-Builder is advised of the following:

- 41 • WSDOT's investigations may have included making requests for "as-builts" from
42 Utility Owners listed in the WSDOT database as having Franchise/Permit Utilities
43 located within the Right of Way; visually locating above-ground Utility objects,
44 including, but not limited to, poles, cabinets, vents, visible manholes, valve boxes,
45 and vault covers; and surveying above ground objects.

**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

EXHIBIT B

ESTIMATE OF COSTS

**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

**EXHIBIT "B"
ESTIMATE OF UTILITY RELOCATION FUNDING**

Item No	Milepost	Utility Type	WSDOT Identifier	Estimated Cost
1	13.78 (I-405)	Sanitary Sewer crossing		\$112,000
2	13.83 (I-405)	12" Water line crossing	UI336	\$115,500
3	14.12 (I-405)	16" Water Main crossing	UI348	\$134,750
4	14.52 (I-405)	8" Water line crossing	UI380	\$46,200
5	7.26 (SR520)	8" Sanitary Sewer Crossing	UI421	\$154,000
6	7.37 (SR520)	20" Water Main	UI428	\$192,500
7	7.52-7.60 (SR520)	12" and 8" Sanitary Sewer	UI429	\$350,000
8	WSDOT Administrative Fee	9.2% of Direct Costs		\$101,655
ESTIMATED TOTAL FUNDING				\$1,206,605

**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

EXHIBIT B - ATTACHMENT 1

ESTIMATE OF COSTS - DETAIL

L-405 BELLEVUE SEGMENT

COB LOCATION #	UTILITY TYPE	UTILITY IDENTIFIER	HIGHWAY MILEPOST LOCATION	DESCRIPTION	F to be Relocated	R/F to be Relocated	Construction Contingency (25%)	Design (15%)	Total Estimated Costs	WSDOT Costs	COB Costs	Crossing Street	Conflict	Definite	Potential	Unlikely
1	SS	13.78		Sanitary Sewer underneath I-405	200	\$400	\$100	\$60	\$112,800	\$0	\$112,000	8th Bridge	Potential		\$112,000	
	BT	322	13.81	ITS cabling in NE 8th and structure over 405	200	\$150	\$38	\$23	\$42,000	\$0	\$42,000	8th Bridge	Unlikely			\$42,000
	BT	323	13.81	ITS cabling in NE 8th and structure over 405	200	\$175	\$44	\$26	\$49,000	\$0	\$49,000	8th Bridge	Unlikely			\$49,000
	UK	320	13.81	Misc	NF							8th Bridge	Unlikely			
	WM	321	13.81	hangers in NE 8th structure for future W	200	\$175	\$44	\$26	\$49,000	\$0	\$49,000	8th Bridge	Unlikely			\$49,000
	WM	324	13.81	Remove Water line in NE 8th St	200	\$200	\$50	\$30	\$56,000	\$0	\$56,000	8th Bridge	Unlikely			\$56,000
2	WM	336	13.88	12" water crossing 405, N of NE 8th brdg	300	\$275	\$69	\$41	\$115,500	\$0	\$115,500	8th Bridge	Potential		\$115,500	
	WM	494	13.95	Water Line	100	\$100			\$10,000	\$10,000	\$0	Overlake	Definite			
	GP	345	14.04	Permit for 4 lane NE 12th St. Overcrossing structure.	N/A	N/A			N/A			12th bridge	Definite			
	ST	14.09		Storm Sewer near West abutment of NE 12th Street Bridge	400	\$67			\$26,800	\$26,800	\$0	12th bridge	Definite			
3	WM	348	14.12	16" Water Main	1400	\$275	\$69	\$41	\$339,000	\$404,250	\$134,750	12th bridge	Definite	\$134,750		
	SS	381	14.25	8" Sanitary Sewer along east side of I-405 (per unofficial as	2400	\$72			\$172,800	\$172,800	\$0		Definite			
	WM	385	14.48	Water Line	135	\$100			\$13,500	\$13,500	\$0		Definite			
4	WM	380	14.52	8" Water Line just outside ROW (per unofficial as-built)	225	\$275	\$69	\$41	\$86,625	\$40,425	\$46,200	NE 20th?	Definite	\$46,200		
	WM	369	15.06	12" and 10" UG Water lines crossing 405	NC								Definite			
Direct Costs					5960				\$1,272,225	\$667,775	\$604,450			\$180,950	\$227,500	\$196,000
Total (WSDOT only items have 2.16 multiplier)									\$2,046,844	\$1,442,394	\$604,450			\$180,950	\$227,500	\$196,000

Items COB funding responsibility. Calculated based on COB historical costs. COB calculated 25% construction contingencies and 15% design costs
 All other items calculated by WSDOT include direct costs, multiplier of 2.16 is added in Total to cover their historical contingencies and design fees.
 Since COB was not responsible for other locations no new calculation was prepared and are shown for relocation responsibility percentages only.

SR520 BELLEVUE SEGMENT

COB LOCATION #	UTILITY TYPE	UNIQUE IDENTIFIER	HIGHWAY MILEPOST LOCATION	CONFLICT DESCRIPTION	L/F to be Relocated	Construction Contingency (25%)	Design (15%)	Total Estimated Costs	WSDOT Costs	COB Costs	Crossing Street	Conflict	Definite	Potential	Unlikely
ST 413	7.04	Storm Sewer in 116th Ave. NE			300	\$67	\$20,100	\$20,100	\$20,100	\$0	116th	Definite	\$0		
SS 414	7.04	Sanitary Sewer on 116th Ave. NE			300	\$400	\$120,000	\$120,000	\$0	\$120,000	116th	Unlikely	\$0		\$120,000
WM 405	7.04	16" DI Water Main in 116th Ave. NE across SR520			300	\$275	\$82,500	\$82,500	\$0	\$82,500	116th	Unlikely	\$0		\$82,500
WM 416	7-16	16" Water Main on south side of SR 520 (SEE UI 488)			0	\$100	\$0	\$0	\$0	\$0	between 11	Unlikely	\$0		\$0
SS 421	7.26	8" Sanitary Sewer Line under Northrup at SR520			325	\$400	\$130,000	\$130,000	\$28,000	\$154,000	Northrup	Potential	\$0	\$154,000	\$0
WM 425	7.27	16" WM not on current Bellevue WM plans			325	\$100	\$32,500	\$32,500	\$32,500	\$0	Northrup	Definite	\$0		\$0
WM 426	7.27	16" WM not on current Bellevue WM plans			0	\$0	\$0	\$0	\$0	\$0	N/A	Unlikely	\$0		\$0
WM 428	7.37	20" Water Main w/ 320" of 30" casing E. of bridge (directional bor)			500	\$275	\$137,500	\$137,500	\$0	\$137,500	East of Northrup	Definite	\$192,500		\$0
ST 472	7.55	Storm Sewer			300	\$67	\$20,100	\$20,100	\$20,100	\$0	124th	Definite	\$0		\$0
SS 415	04-7.1	Sanitary Sewer on south side of SR 520			0	\$0	\$0	\$0	\$0	\$0	between 11	Unlikely	\$0		\$0
WM 488	05-7.3	Water Line along SR 520 (near Lowe's)			1650	\$100	\$165,000	\$165,000	\$165,000	\$0	between 11	Definite	\$0		\$0
WM 499	05-7.3	Test hole for (UI 488) 16" Waterline along SR 520 (near Lowe's)			0	\$0	\$0	\$0	\$0	\$0		Unlikely	\$0		\$0
SS 429	63-7.6	12" and 8" SS lines crossing SR 520 @ 124th Ave NE			625	\$400	\$250,000	\$250,000	\$0	\$350,000	124th	Potential	\$0	\$350,000	\$0
Direct Costs					4625		\$1,164,700	\$265,700	\$899,000	\$899,000			\$192,500	\$504,000	\$0
Total							\$1,472,912	\$573,912	\$899,000	\$899,000			\$192,500	\$504,000	\$0

Items COB funding responsibility. Calculated based on COB historical costs. COB calculated 25% construction contingencies and 15% design costs

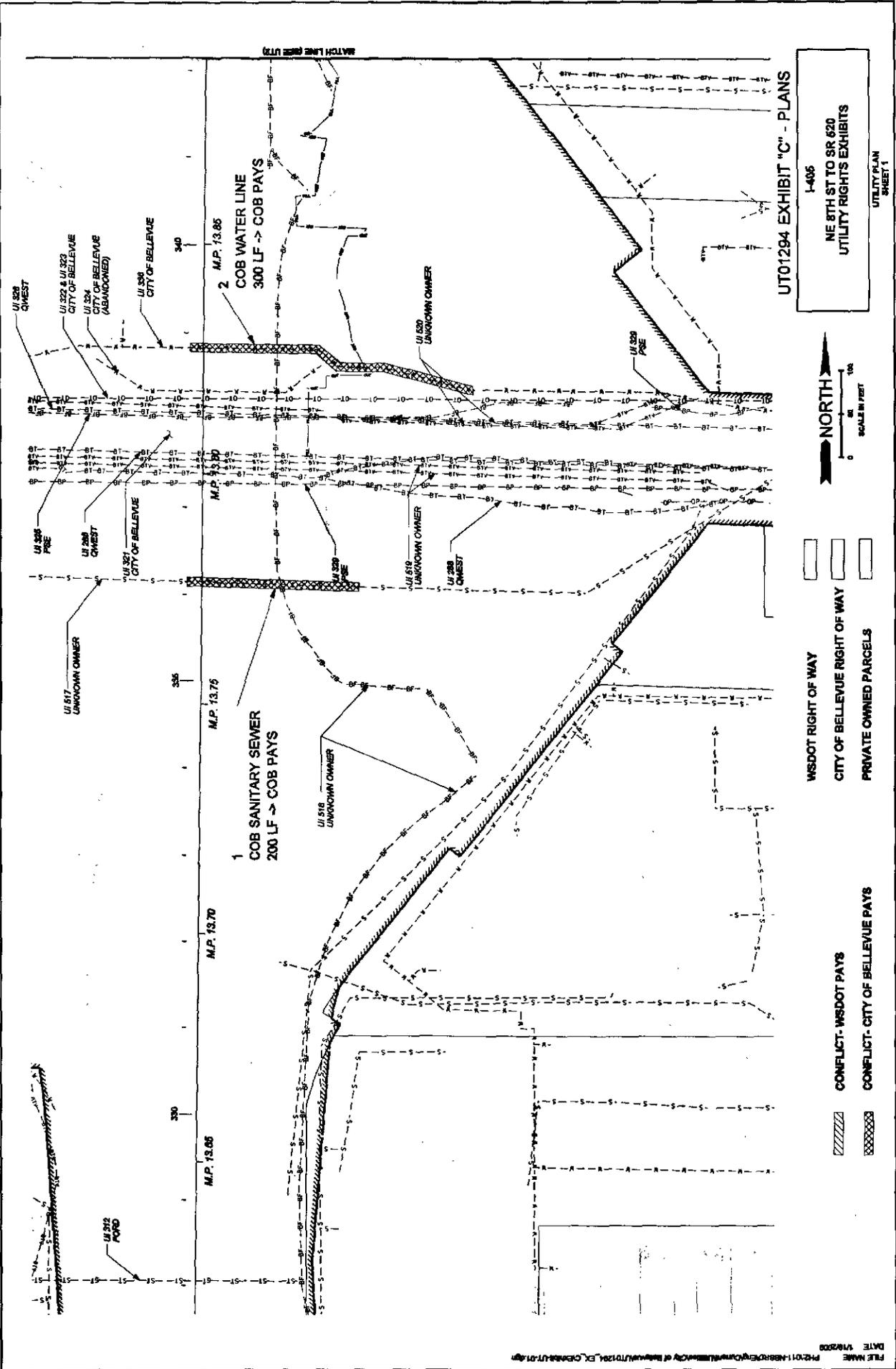
All other items calculated by WSDOT include direct costs, multiplier of 2.16 is added in Total to cover their historical contingencies and design fees. Since COB was not responsible for these other locations no new calculation was prepared and are shown

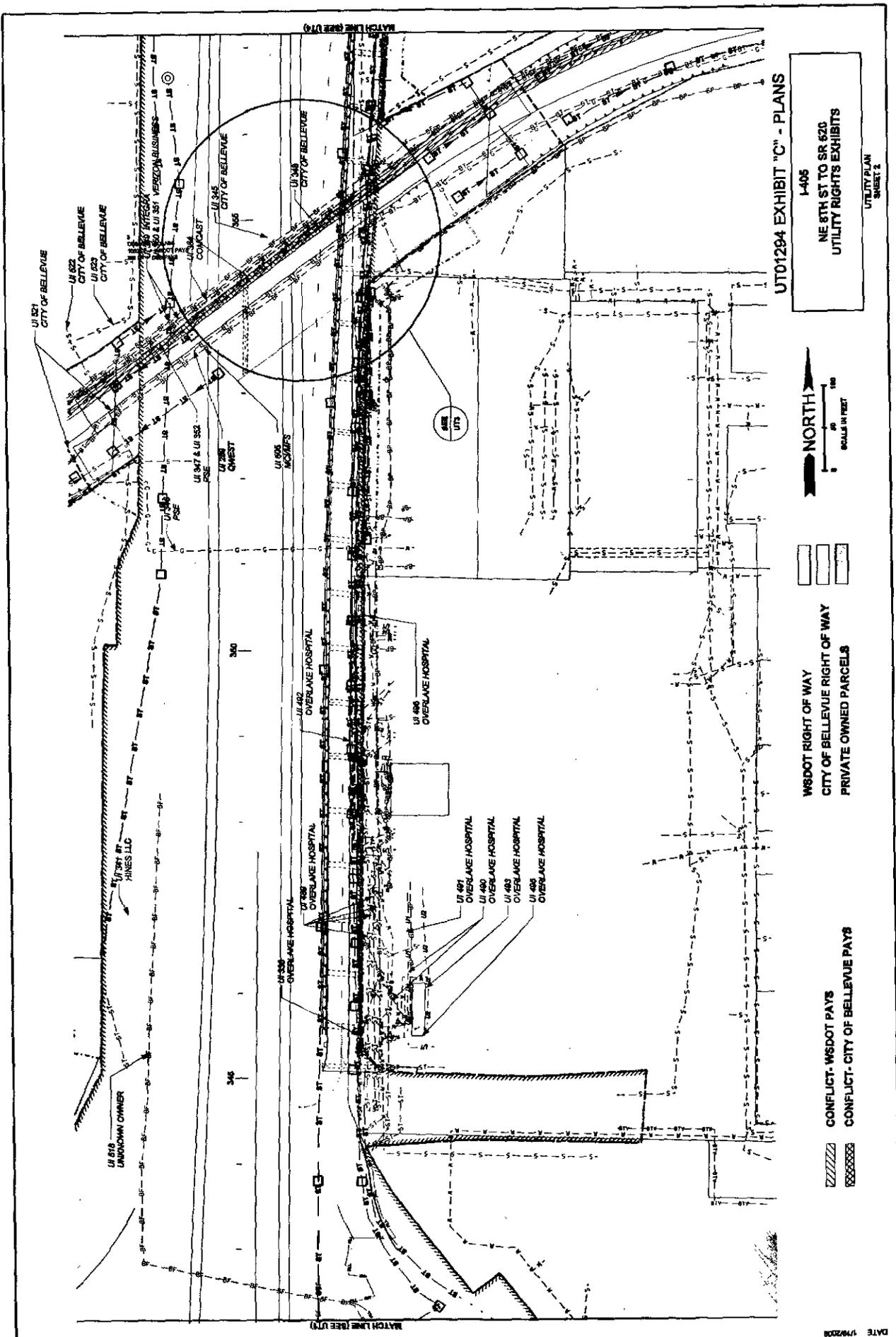
**UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE
ACTUAL COST**

EXHIBIT C

PLANS





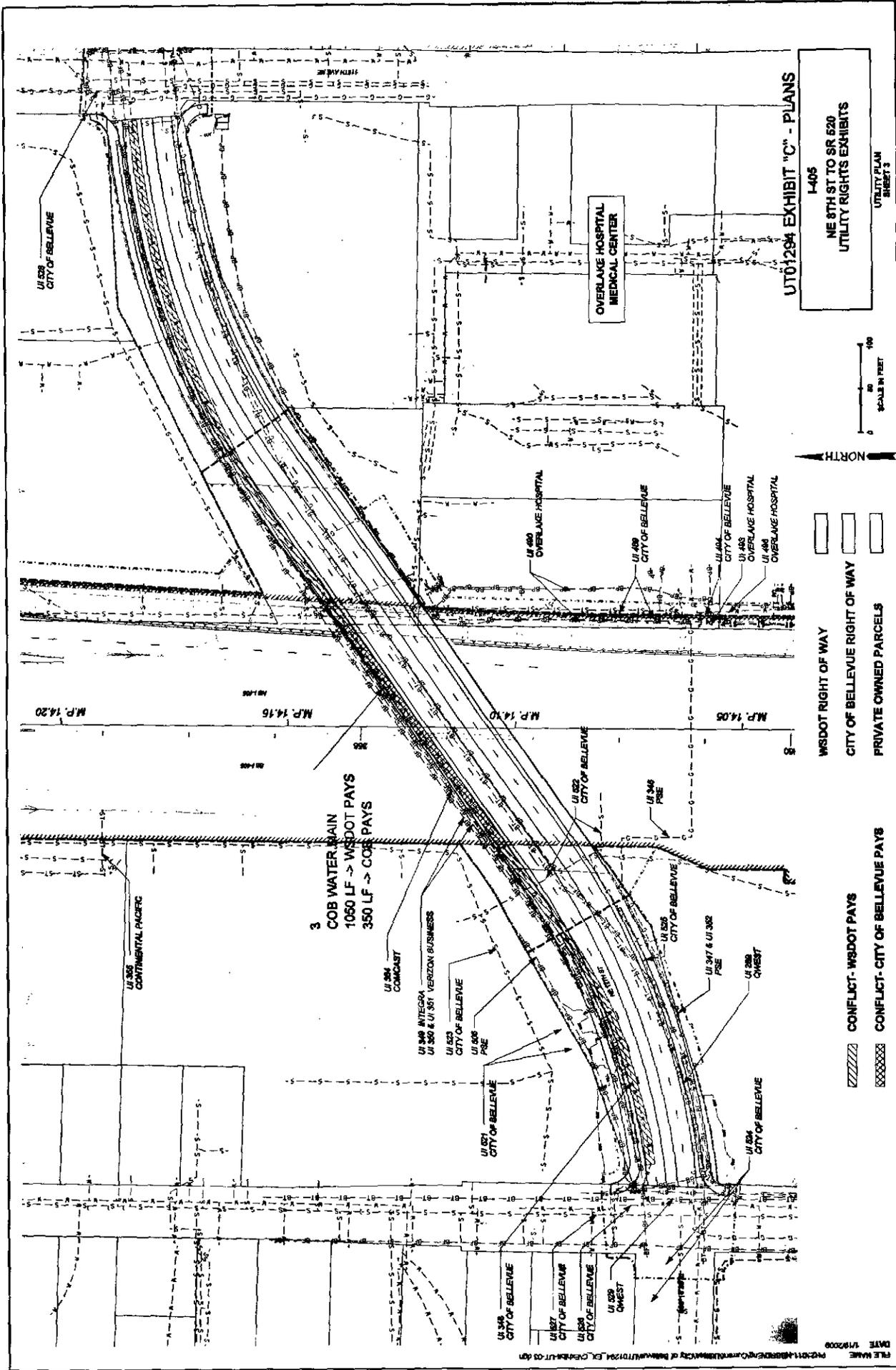
UT01294 EXHIBIT "C" - PLANS

I-405
 NE 8TH ST TO SR 820
 UTILITY RIGHTS EXHIBITS
 UTILITY PLAN
 SHEET 2



WSDOT RIGHT OF WAY
 CITY OF BELLEVUE RIGHT OF WAY
 PRIVATE OWNED PARCELS

CONFLICT - WSDOT PAYS
 CONFLICT - CITY OF BELLEVUE PAYS



UT01294 EXHIBIT "C" - PLANS
 I-405
 NE 8TH ST TO SR 520
 UTILITY RIGHTS EXHIBITS
 UTILITY PLAN
 SHEET 3

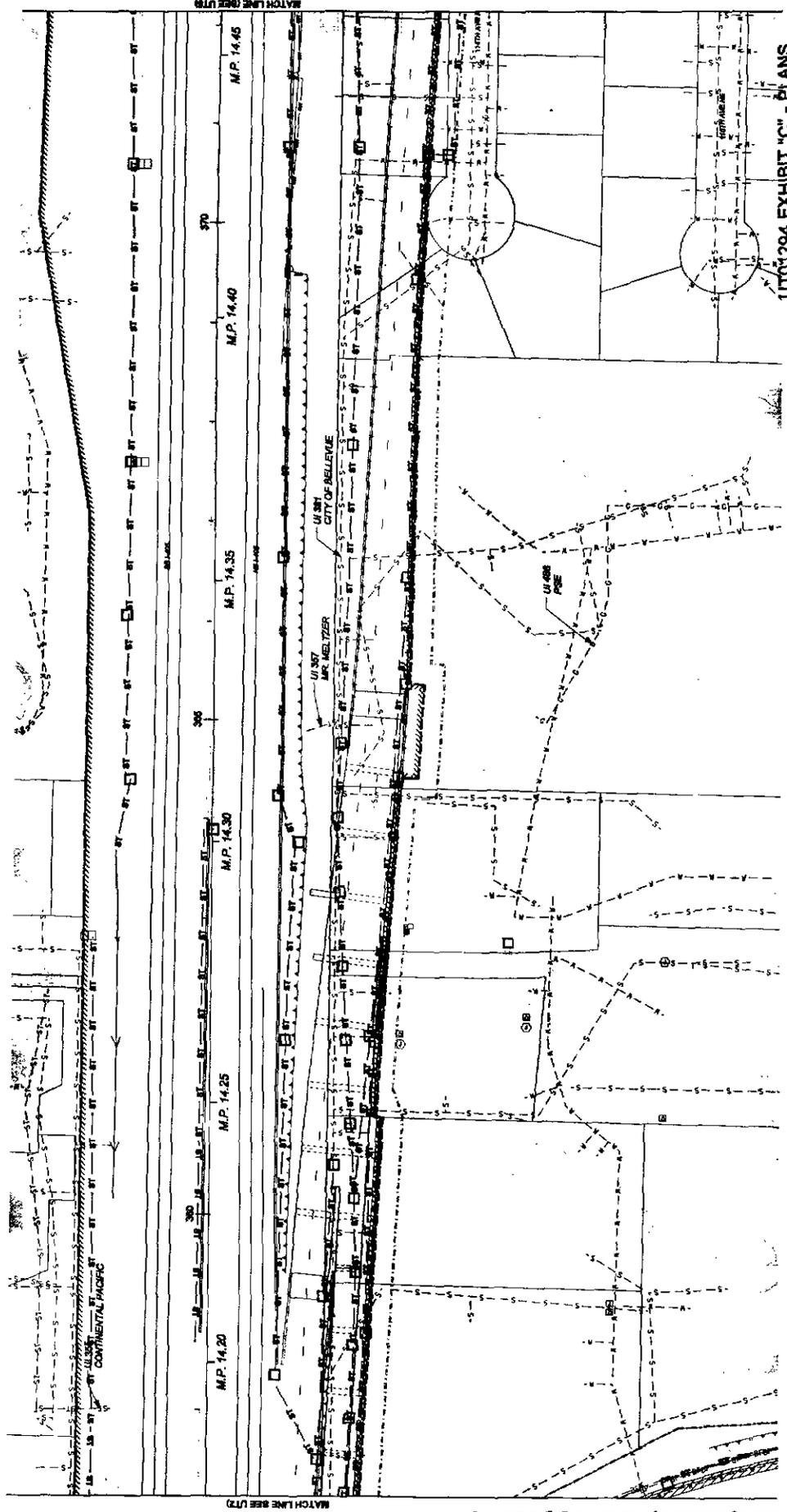
SCALE IN FEET
 0 20 40 100

NORTH

- WSDOT RIGHT OF WAY
- CITY OF BELLEVUE RIGHT OF WAY
- PRIVATE OWNED PARCELS

- CONFLICT- WSDOT PAYS
- CONFLICT- CITY OF BELLEVUE PAYS

3
 COB WATER BAIN
 1060 LF → WSDOT PAYS
 350 LF → COB PAYS



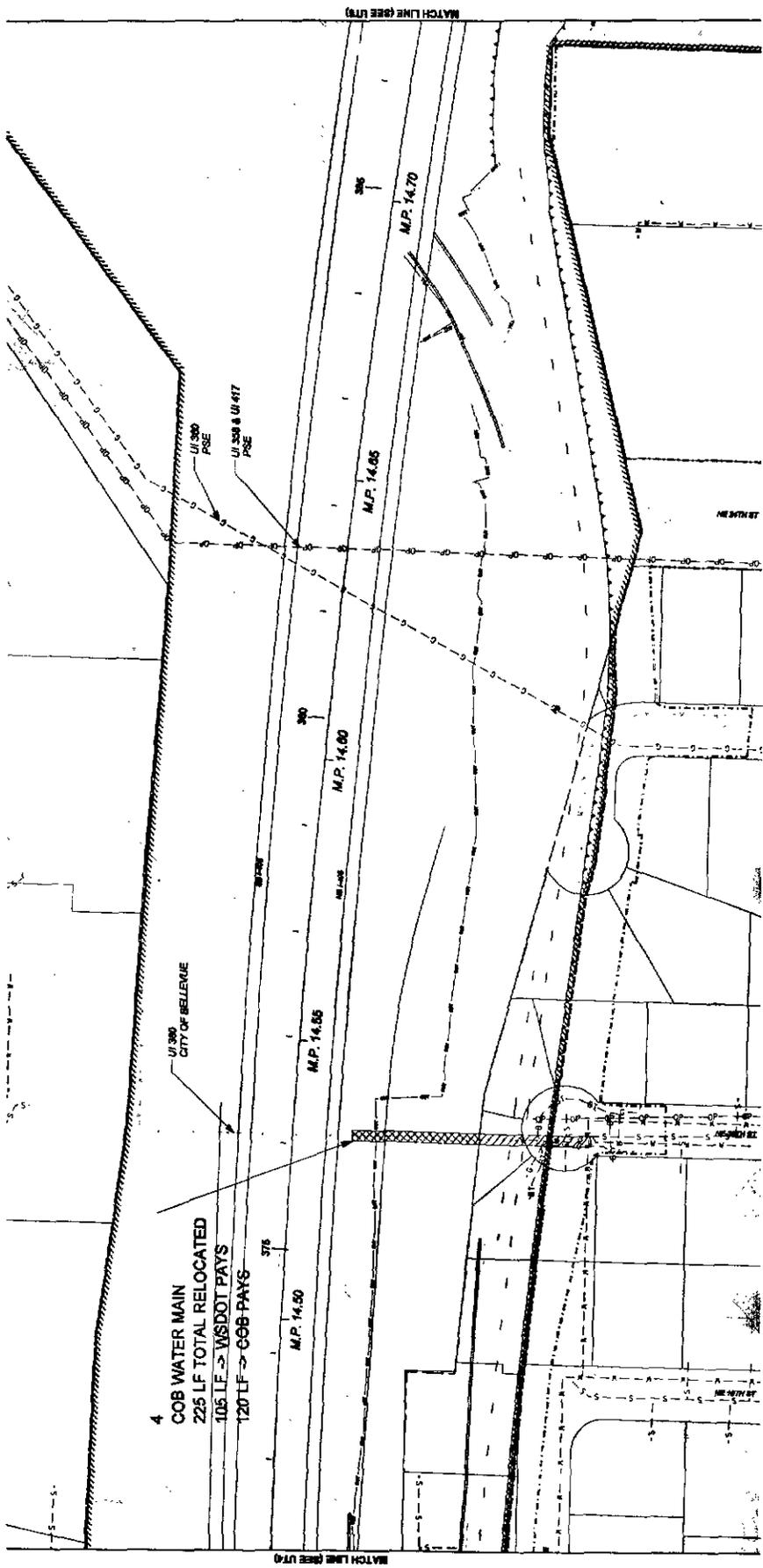
I-406
 NE 8TH ST TO SR 520
 UTILITY RIGHTS EXHIBITS
 UTILITY PLAN
 SHEET 4



-  CONFLICT- WSDOT PAYS
-  CONFLICT- CITY OF BELLEVUE PAYS
-  WSDOT RIGHT OF WAY
-  CITY OF BELLEVUE RIGHT OF WAY
-  PRIVATE OWNED PARCELS

MATCH LINE (SEE U73)

MATCH LINE (SEE U73)



4
 COB WATER MAIN
 225 LF TOTAL RELOCATED
 105 LF -> WSDOT PAYS
 120 LF -> COB PAYS

UI 300
 CITY OF BELLEVUE

UI 300
 PSE

UI 309 & UI 417
 PSE

MATCH LINE (SEE UT-0)

MATCH LINE (SEE UT-1)

M.P. 14.50

M.P. 14.55

M.P. 14.60

M.P. 14.65

M.P. 14.70

UT01294 EXHIBIT "C" - PLANS

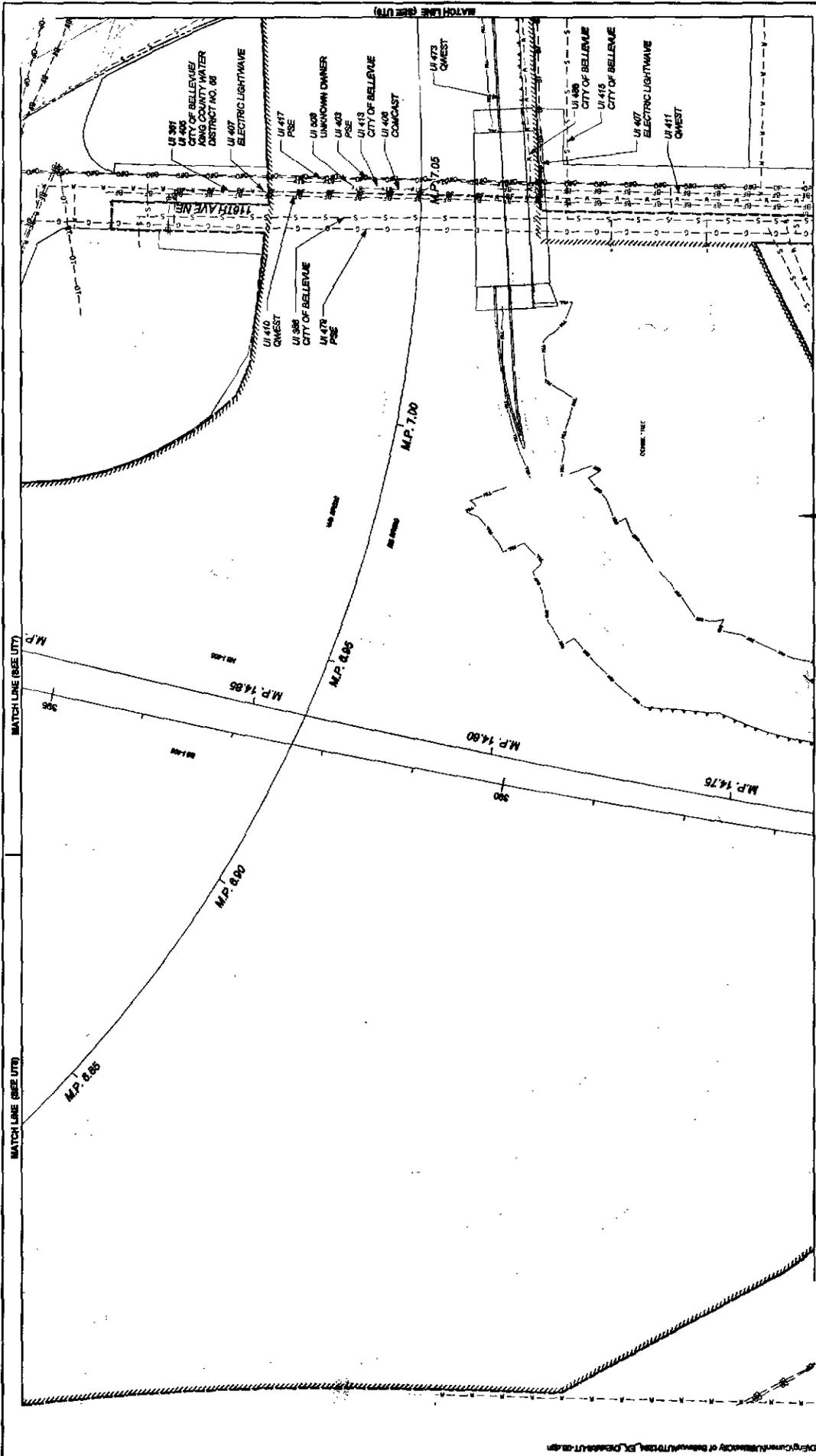
I-405
 NE 8TH ST TO SR 520
 UTILITY RIGHTS EXHIBITS

UTILITY PLAN
 SHEET 6



-  WSDOT RIGHT OF WAY
-  CITY OF BELLEVUE RIGHT OF WAY
-  PRIVATE OWNED PARCELS

-  CONFLICT- WSDOT PAYS
-  CONFLICT- CITY OF BELLEVUE PAYS



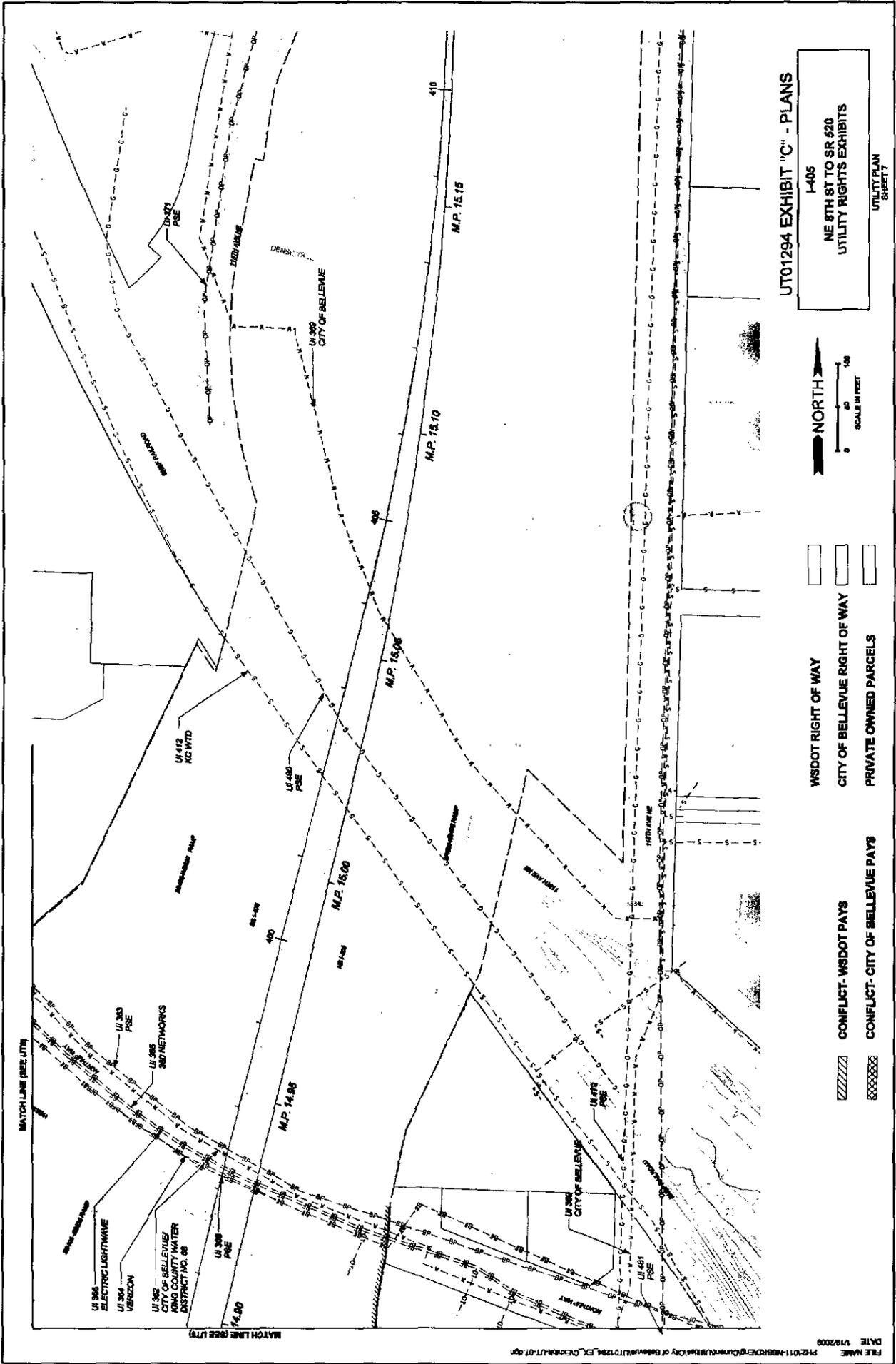
UTD1294 EXHIBIT "C" - PLANS
 I-406
 NE 8TH ST TO SR 520
 UTILITY RIGHTS EXHIBITS

UTILITY PLAN
 SHEET 1



- WSDOT RIGHT OF WAY
- CITY OF BELLEVUE RIGHT OF WAY
- PRIVATE OWNED PARCELS

- CONFLICT - WSDOT PAYS
- CONFLICT - CITY OF BELLEVUE PAYS



UT01294 EXHIBIT "C" - PLANS

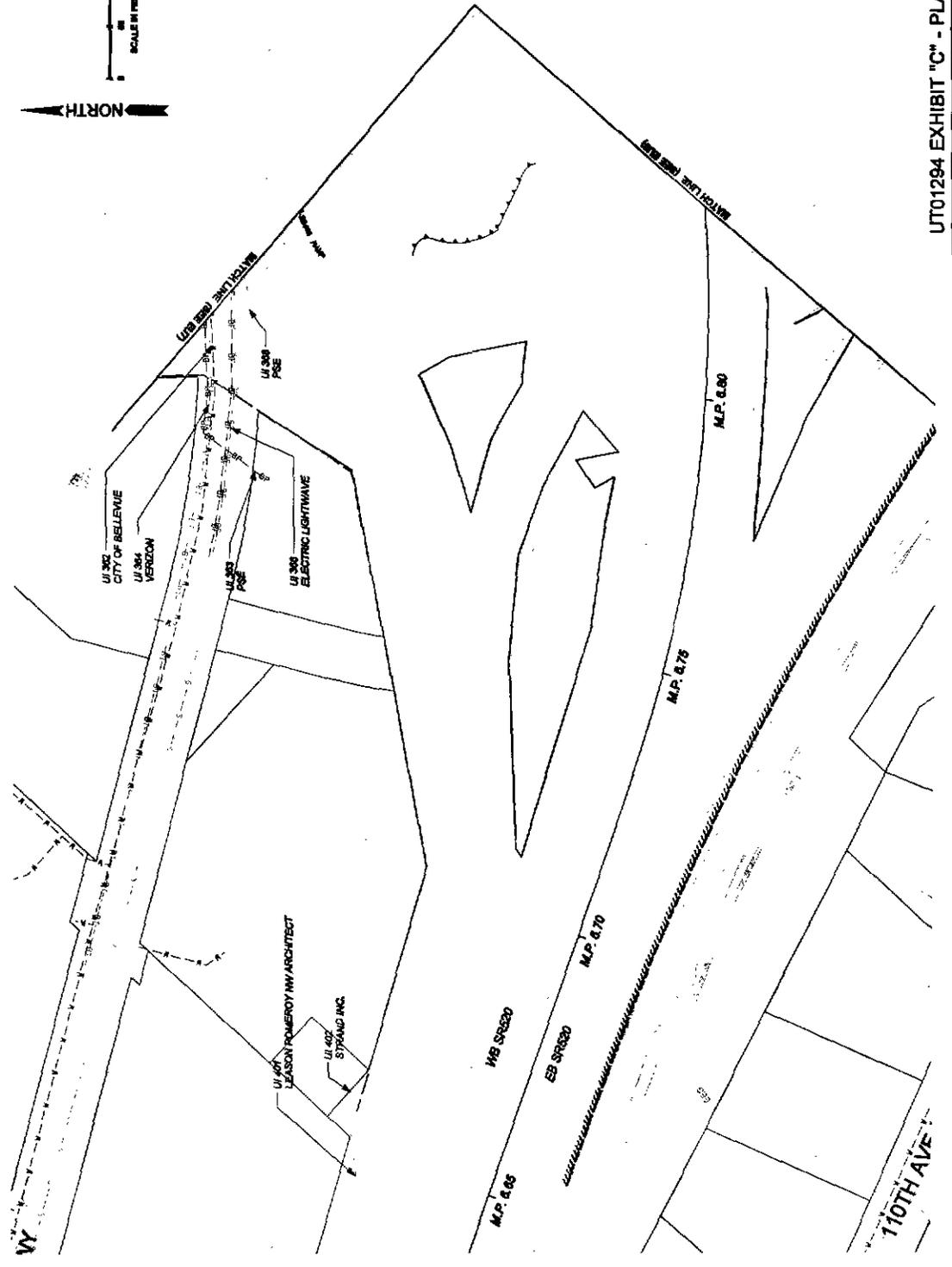
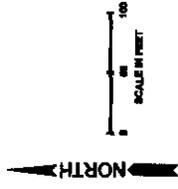
I-405
NE 8TH ST TO SR 520
UTILITY RIGHTS EXHIBITS

UTILITY PLAN
SHEET 7

WSDOT RIGHT OF WAY
CITY OF BELLEVUE RIGHT OF WAY
PRIVATE OWNED PARCELS

CONFLICT - WSDOT PAYS
CONFLICT - CITY OF BELLEVUE PAYS

NORTH
SCALE IN FEET
0 50 100



UT01294 EXHIBIT "C" - PLANS

I-405
 NE 8TH ST TO SR 620
 UTILITY RIGHTS EXHIBITS
 UTILITY PLAN
 SHEET 8

-  WSDOT RIGHT OF WAY
-  CITY OF BELLEVUE RIGHT OF WAY
-  PRIVATE OWNED PARCELS

-  CONFLICT- WSDOT PAYS
-  CONFLICT- CITY OF BELLEVUE PAYS



Corridor Program

Congestion Relief & Bus Rapid Transit

600 - 108th Avenue NE, Suite 405
Bellevue, WA 98004
Main 425-456-8500
Fax 425-456-8600

MS: NB82-250

May 8, 2009

Nancy LaCombe
City of Bellevue
450 110th Ave Ne
Bellevue, WA 98004

Re: UT 01294
Utility Construction Agreement
City of Bellevue
Utilities
Work by State - Actual Cost
I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements

Dear Ms. LaCombe:

I have enclosed an executed original utility agreement, ***UT 01294, Utility Construction Agreement, City of Bellevue, Utilities, Work by State, Actual Cost***, for your use. This agreement will fund work activities for the relocation of your Category 1 Utilities on the I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements.

Please do not hesitate to give me a call at (425) 456-8609, if you need additional information or have questions regarding this document.

Sincerely,

Kent Large
Utility Engineer
I-405 Corridor Program

Enclosures

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.



City of Bellevue

- 5. Report of the City Manager
 - (a) Comprehensive Storm and Surface Water Plan Update UTIL 5-1
(For information.)
Denny
Vidmar
Wes
Jorgenson
 - (b) Management Brief on Electric Service Reliability TRAN 5-5
(For information.)
Goran
Sparman
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 FIN 8-1
February 14, 2009 through March 13, 2009 and
payroll for the period January 16, 2009 through
February 28, 2009.
 - (c) Resolution No. 7892 authorizing a two-year extension FIN 8-3
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.
 - (d) Motion to award Bid No. 9022, for kitchen alterations FIRE 8-11
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).
 - (e) Resolution No. 7893 authorizing execution of a ITD 8-17
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).

- (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

Goran
Spartman
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:

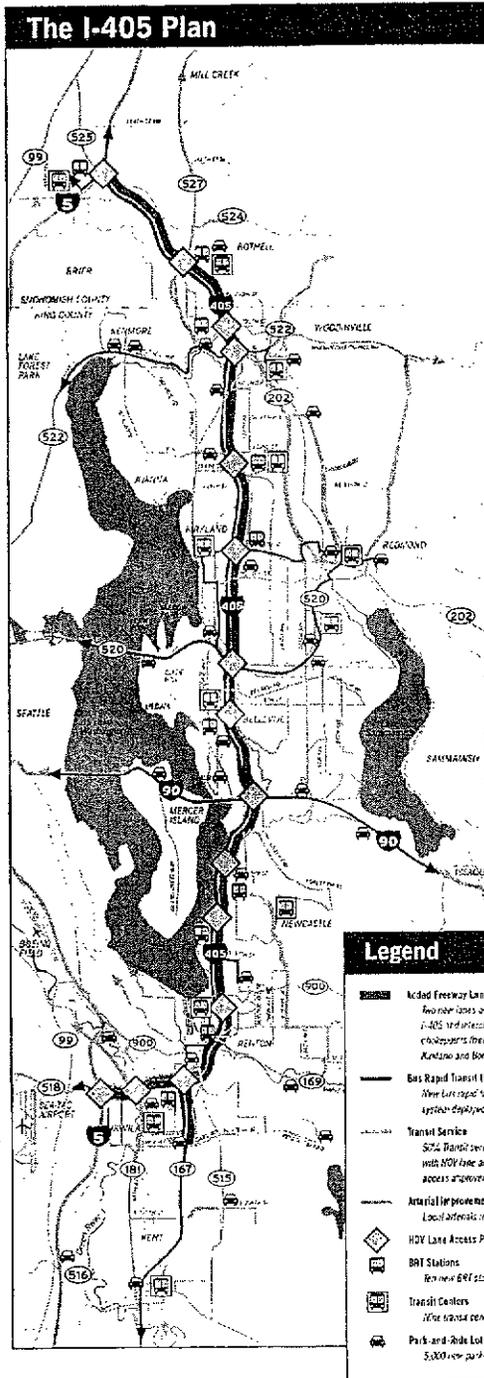
- 1) I-405 Corridor Program Map
- 2) I-405 Funded Projects Map
- 3) I-405 / NE 8th to SR 520 Braided Ramp Interchange Improvement Project Diagram
- 4) Proposed Resolution No. 7904

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

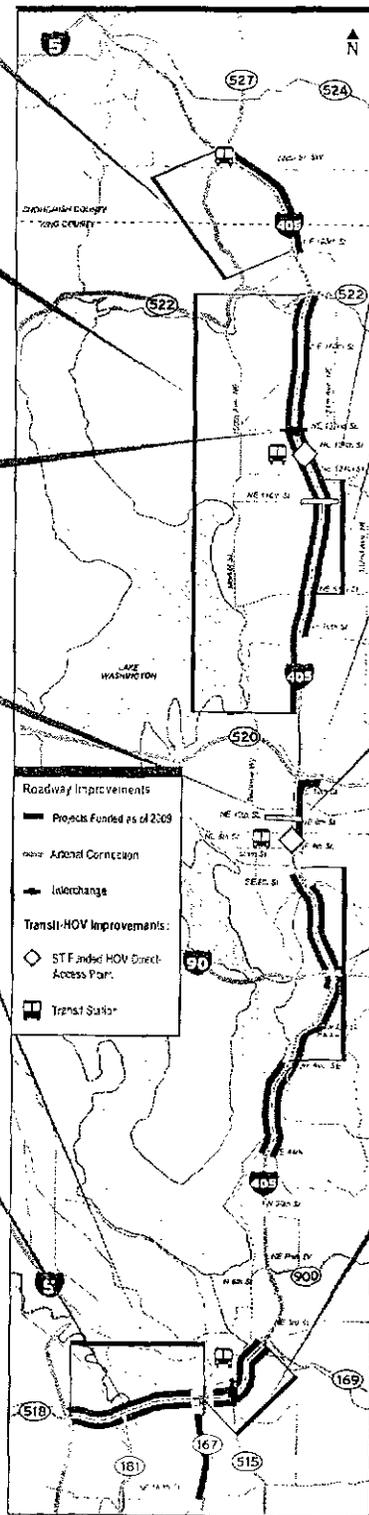
 SR 520 to SR 522 Widening Project	
Construction start:	Open to traffic:
2012	2015

 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:
2005	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:
2006	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

