

RESOLUTION NO. 3444

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director to (a) enter into an Agreement with the Washington State Department of Transportation (WSDOT) for construction of SR519 Phase 1 and commencing design of Phase 2; (b) approve project cost changes up to a 15% increase in Port share costs; and (c) authorize a total Port of Seattle contribution of \$9,000,000 including staff resources.

WHEREAS, Port of Seattle has joined with other agencies and private partners in the Freight Action Strategy for Seattle and Tacoma (FAST) Corridor partnership; and

WHEREAS, some of these partners have agreed to improve access for freight, ferry users and pedestrians along State Route 519 (SR519) between Interstate 90 and the Seattle waterfront by reducing delay, improving the intersections, eliminating the at-grade railroad crossings, and separating freight and general purpose traffic; and

WHEREAS, the project partners entered into a Memorandum of Understanding on Final Design Work Contributions (March 26, 1997) and a subsequent Agreement on project implementation (July 30, 2000); and

WHEREAS, the State Department of Transportation is the lead agency for design and construction of Phase 1 and currently for design of Phase 2 of the SR519 Intermodal Access project;

NOW, THEREFORE, BE IT RESOLVED, by the Port Commission of Seattle that:

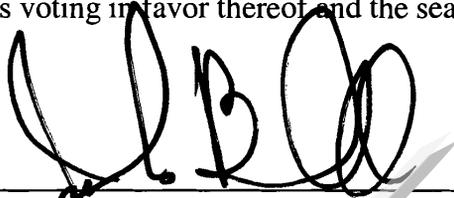
1. The Executive Director of the Port of Seattle is hereby authorized to execute an Agreement with the Washington State Department of Transportation (WSDOT) for construction of SR519 Phase 1 and commencing design of Phase 2 in substantially the form attached hereto as Attachment "1" and by this reference

incorporated herein, and directed to impress the official seal of the Port of Seattle thereon.

2. The Executive Director of the Port of Seattle is hereby authorized to approve of any changes to the project resulting in no more than a 15% increase in Port of Seattle cost share.
3. Staff is authorized to take all necessary actions to fulfill the terms of the Agreement including contribution of \$9,000,000 including staff resources toward the SR 519 Project.

A copy of the final executed Agreement shall be attached to this resolution as Attachment "2" and by this reference incorporated herein.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this 14th day of November, 2000, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.









Port Commission

AGREEMENT GCA 2232

SR 519 INTERMODAL ACCESS

This agreement, made and entered into this _____ day of _____ 20____, by and between the State of Washington, Department of Transportation, acting by and through the Secretary of the Department of Transportation, hereinafter called the "STATE" and the Port of Seattle, acting by and through the Port of Seattle Commission, 2711 Alaskan Way, Seattle, Washington, 98121, hereinafter called the "PORT",

WHEREAS, the PARTIES referenced above have agreed to improve access for freight, ferry users and pedestrians along State Route 519 between Interstate 90 and the Seattle waterfront by reducing traffic delay, improving the intersections, eliminating the at-grade railroad crossings, and separating freight and general purpose traffic, hereinafter called the "PROJECT", and

WHEREAS, the PARTIES referenced above hereto entered into a Memorandum of Understanding on Final Design Work Contributions on March 26, 1997 and a subsequent Memorandum of Agreement dated May 30, 2000 which provided for the STATE to act as project manager of the work, and included design funding commitment by the PORT, and

WHEREAS, the STATE is planning to construct the PROJECT in three phases:

- Phase 1 - grade separation of S. Atlantic Street over the BNSF railroad right of way and 4th Avenue with connection to EB SR 90 and Alaskan Way city street improvements (City of Seattle).
- Phase 2 - grade separation of Royal Brougham Way over the BNSF railroad, relocation of Occidental Avenue, construct pedestrian plaza, and Royal Brougham Way pedestrian bridge.
- Phase 3 - SR 519 southbound on ramp, and

WHEREAS, the STATE, the lead agency, is currently in the preparation of the plans, specifications and estimate and construction for Phase 1 of the PROJECT, titled SR 519 Intermodal Access - Phase 1 S. Atlantic Street, and

WHEREAS, the STATE is the lead agency in the design and the preparation of the plans, specifications and estimate for Phase 2 of the PROJECT, and

WHEREAS, the PORT has agreed to assist the STATE in funding the construction of Phase 1 and the design and construction of Phase 2 of the PROJECT, and

WHEREAS, the PARTIES intend that this AGREEMENT be supplemented in the future to address the PORT's funding contribution for construction of Phase 2 of the PROJECT.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, and by virtue of RCW 47.28.140,

IT IS MUTUALLY AGREED AS FOLLOWS:

I GENERAL

The STATE agrees to construct Phase 1 improvements as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

The STATE agrees to provide development of the plans, specifications and estimate for Phase 2 of the PROJECT.

Plans, specifications and cost estimates for Phase 1 were prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will advertise the resulting Phase 1 project for bid and, assuming bids are received and a contract is awarded, administer the project.

II PAYMENT

The PORT, in consideration of the faithful performance of the work to be done by the STATE, agrees to:

1. Reimburse to the STATE at a pro-rata share of 17.6% of the actual direct and related indirect costs of construction for Phase 1 up to but, not to exceed a maximum amount of \$7,050,000.
2. Reimburse to the STATE at a pro-rata share of the actual direct and related indirect costs of the design work for Phase 2 up to but, not to exceed a maximum amount of \$1,000,000. An estimate of cost for work to be performed by the STATE is marked Exhibit " A and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the PORT, upon request of the STATE, to cover costs incurred up to the PORT's contributions limits set forth above. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The PORT agrees to make the payments for the work to be done by the STATE within thirty (30) days from receipt of the billing from the STATE.

If the PROJECT is completed, and any project funds committed by the PORT hereto remain unexpended, such funds shall be applied to the City of Seattle's SR 519 construction project if there is a funding shortfall. Otherwise funds shall be carried over to SR 519 Phase 2.

III EXTRA WORK

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the PORT prior to beginning such work. Where the change is substantial, the PORT's approval shall be in writing.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the PORT.

IV PERIOD OF PERFORMANCE

This AGREEMENT shall commence on the date first written above and shall terminate on December 31, 2003 unless terminated sooner as provided herein. This AGREEMENT may be extended for a period or periods of time to be agreed upon in a supplement to this AGREEMENT signed by the PORT and the STATE.

V NOTIFICATION

Any notice required or permitted to be given pursuant to the AGREEMENT shall be in writing, and shall be sent postage prepaid by U. S. mail, return receipt requested to the following addresses unless otherwise indicated by the parties to the AGREEMENT:

To the STATE: Bruce Nebbitt, P.E.
Washington State Dept. of Transportation
401 Second Avenue South, Suite 300
Seattle, WA 98104-2862

To the PORT: Geraldine Poor
Port of Seattle Marine Planning Services
PO Box 1209
Seattle, WA 98111

VI DISPUTES

The designated representatives shall use their best efforts to resolve disputes between the parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief officer

of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

VII MODIFICATION

Either PARTY may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments 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.

VIII LEGAL RELATIONS

Each of the PARTIES to this AGREEMENT 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, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the PARTY's 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 is caused by the sole negligence of the PARTY. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph 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, each of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the PARTIES or combination of the PARTIES incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible PARTY or combination of the PARTIES to the extent of that PARTY's/those PARTIES' culpability. This indemnification shall survive the termination of this AGREEMENT.

In the event that any 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 proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

PORT OF SEATTLE

**WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

Executive Director

Shoreline Area Administrator

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Senior Port Counsel

Assistant Attorney General

Date

Date

COPY

EXHIBIT A

SUMMARY

ESTIMATE OF FUNDING SHARES

SR 519 Intermodal Access - Phase 1 S. Atlantic Street Construction Funding

A. PORT	\$7,050,000 ¹
B. TEA 21 (High Priority)	\$3,370,000
C. TEA 21 (2000-Sec 1118)	\$1,500,000
B-D. PSRC	\$13,900,000
E. BNSF Fast Phase 1	\$4,410,000
F. FMSIB	\$2,880,000
B-G. STATE	<u>\$6,854,312</u>
TOTAL	\$39,964,312

SR 519 Intermodal Access - Phase 2 Design Funding

A. PORT	\$1,000,000
B. STATE	<u>\$3,500,000</u>
TOTAL	\$4,500,000

PORT Funds

A. Phase 1 - Construction	\$7,050,000 ¹
B. Phase 2 - Design	<u>\$1,000,000²</u>
TOTAL	\$8,050,000

Notes:

1. Reimbursement to the STATE is at a pro-rata share of 17.6% of the actual direct and related indirect costs of construction for Phase 1 up to but, not to exceed a maximum amount of \$7,050,000.

~~%Reimbursement to the STATE is at a pro-rata share of 50.0% of the actual direct and related indirect costs of the design work for Phase 2 up to but not to exceed a maximum amount of \$1,000,000. Reimbursement from the PORT shall begin after the expenditure of STATE funds.~~

~~1.2.~~

EXHIBIT A

SUMMARY ESTIMATE OF COST

ITEM	AMOUNT
ESTIMATED CONSTRUCTION COSTS	
Group 1 Base	20,355,634.25
Group 2 Base	12,032,924.50
Group 3 Base	27,400.00
Group 4 Base	388.00
Group 5 Base	55,454.00
Base Subtotal	32,471,800.75
1. Seattle Public Utilities - Water UT00776	89,000.00
2. Seattle Public Utilities - Water Service	21,000.00
3. Seattle City Light	728,000.00
4. City of Seattle GCA	25,000.00
5. Railroad Flagging BNSF	300,000.00
6. WSP Assistance	10,000.00
7. Seattle Police Assistance	25,000.00
Construction Subtotal	33,669,800.75
Sales Tax @ 8.60% on Group 2 Base	1,034,831.51
Sales Tax @ 8.60% on Group 5 Base	4,769.04
Subtotal	34,709,401.30
Construction Eng. @ 10%	3,470,940.13
Contingency @ 5%	1,735,470.07
Subtotal	39,915,811.50
Below Line Items	
1. Public Notice	45,000.00
2. ITS Maintenance & System Integration	3,500.00
TOTAL COST OF PROJECT	\$39,964,311.50

AGREEMENT GCA 2232

SR 519 INTERMODAL ACCESS

This agreement, made and entered into this 11th day of November, 2000, by and between the State of Washington, Department of Transportation, acting by and through the Secretary of the Department of Transportation, hereinafter called the "STATE" and the Port of Seattle, acting by and through the Port of Seattle Commission, 2711 Alaskan Way, Seattle, Washington, 98121, hereinafter called the "PORT",

WHEREAS, the PARTIES referenced above have agreed to improve access for freight, ferry users and pedestrians along State Route 519 between Interstate 90 and the Seattle waterfront by reducing traffic delay, improving the intersections, eliminating the at-grade railroad crossings, and separating freight and general purpose traffic, hereinafter called the "PROJECT", and

WHEREAS, the PARTIES referenced above hereto entered into a Memorandum of Understanding on Final Design Work Contributions on March 26, 1997 and a subsequent Memorandum of Agreement dated May 30, 2000 which provided for the STATE to act as project manager of the work, and included design funding commitment by the PORT, and

WHEREAS, the STATE is planning to construct the PROJECT in three phases:

- Phase 1 - grade separation of S. Atlantic Street over the BNSF railroad right of way and 4th Avenue with connection to EB SR 90 and Alaskan Way city street improvements (City of Seattle).
- Phase 2 - grade separation of Royal Brougham Way over the BNSF railroad, relocation of Occidental Avenue, construct pedestrian plaza, and Royal Brougham Way pedestrian bridge.
- Phase 3 - SR 99 southbound on ramp, and

WHEREAS, the STATE, the lead agency, is currently in the preparation of the plans, specifications and estimate and construction for Phase 1 of the PROJECT, titled SR 519 Intermodal Access - Phase I S. Atlantic Street, and

WHEREAS, the STATE is the lead agency in the design and the preparation of the plans, specifications and estimate for Phase 2 of the PROJECT, and

WHEREAS, the PORT has agreed to assist the STATE in funding the construction of Phase I and the design and construction of Phase 2 of the PROJECT, and

WHEREAS, the PARTIES intend that this AGREEMENT be supplemented in the future to address the PORT's funding contribution for construction of Phase 2 of the PROJECT.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, and by virtue of RCW 47.28.140,

IT IS MUTUALLY AGREED AS FOLLOWS:

GENERAL

The STATE agrees to construct Phase I improvements as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

The STATE agrees to provide development of the plans, specifications and estimate for Phase 2 of the PROJECT.

Plans, specifications and cost estimates for Phase 1 were prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will advertise the resulting Phase 1 project for bid and, assuming bids are received and a contract is awarded, administer the project.

II PAYMENT

The PORT, in consideration of the faithful performance of the work to be done by the STATE, agrees to:

1. Reimburse to the STATE at a pro-rata share of 17.6% of the actual direct and related indirect costs of construction for Phase 1 up to but, not to exceed a maximum amount of \$7,050,000.
2. Reimburse to the STATE at a pro-rata share of 22.2% of the actual direct and related indirect costs of the design work for Phase 2 up to but, not to exceed a maximum amount of \$1,000,000. An estimate of cost for work to be performed by the STATE is marked Exhibit " A and is attached hereto and by this reference made a part of this AGREEMENT.

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401 Second Avenue South, Suite 300
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To the PORT: Geraldine Poor
Port of Seattle Marine Planning Services
PO Box 1209
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The designated representatives shall use their best efforts to resolve disputes between the parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief officer of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

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VIII LEGAL RELATIONS

Each of the PARTIES to this AGREEMENT 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, judgment, **and/or** awards of damages, arising out of, or in any way resulting from, each of the **PARTY's** 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 is caused by the sole negligence of the PARTY. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph 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, each of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the PARTIES or combination of the PARTIES incurs any judgment, award, **and/or** cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible PARTY or combination of the PARTIES to the extent of that **PARTY's/those PARTIES'** culpability. This indemnification shall survive the termination of this AGREEMENT.

In the event that any 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 proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

PORT OF SEATTLE

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

M. R. [Signature]

Executive Director

11-16-00

Date

Maureen J. Sullivan

Shoreline Area Administrator,
Seattle / North King

APPROVED AS TO FORM:

Isabel [Signature]

Senior Port Counsel

Nov. 14, 2000

date

APPROVED AS TO FORM:

J. [Signature]

Assistant Attorney General

November 1, 2000

date

COPT

EXHIBIT A

SUMMARY

ESTIMATE OF FUNDING SHARES

SR 519 Intermodal Access - Phase 1 S. Atlantic Street Construction Funding

A. PORT	\$7,050,000 ¹
B. TEA 21 (High Priority)	\$3,370,000
C. TEA 21 (2000-Sec IIII8)	\$1,513,000
D. PSRC	\$13,900,000
E. BNSF Fast Phase I	\$4,410,000
F. FMSIB	\$4,880,000
G. STATE	<u>\$4,841,312</u>
TOTAL	\$39,964,312

SR 519 Intermodal Access - Phase 2 Design Funding

A. PORT	\$1,000,000
B. STATE	<u>\$3,500,000</u>
TOTAL	\$4,500,000

PORT Funds

A. Phase I - Construction	\$7,050,000 ¹
B. Phase 2 - Design	<u>\$1,000,000²</u>
TOTAL	\$8,050,000

Notes:

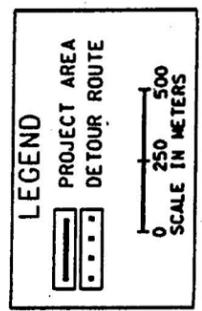
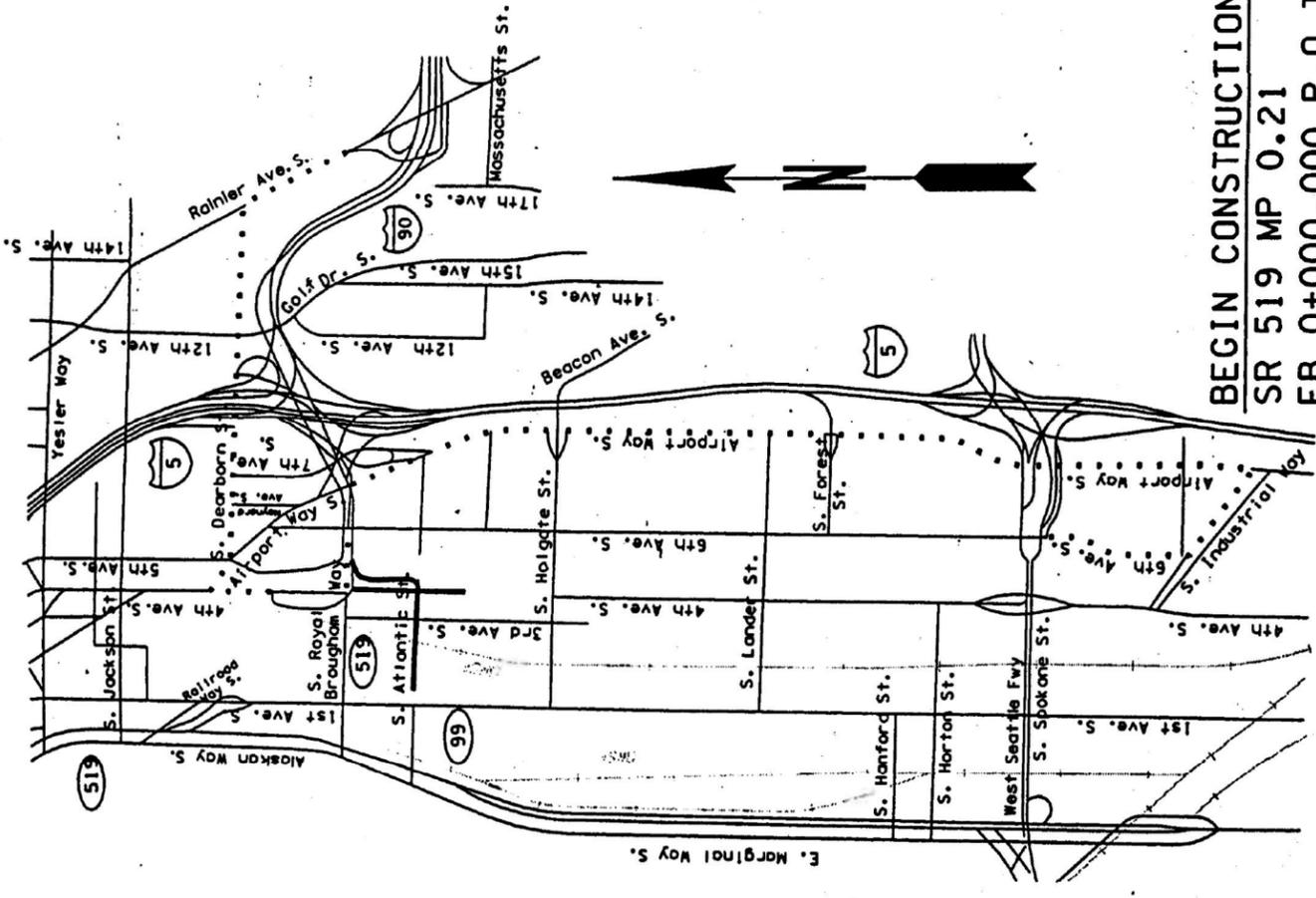
1. Reimbursement to the STATE is at a pro-rata share of 17.6% of the actual direct and related indirect costs of construction for Phase I up to but, not to exceed a maximum amount of \$7,050,000.
2. Reimbursement to the STATE is at a pro-rata share of 22.2% of the actual direct and related indirect costs of the design work for Phase 2 up to but, not to exceed a maximum amount of \$1,000,000.

EXHIBIT A

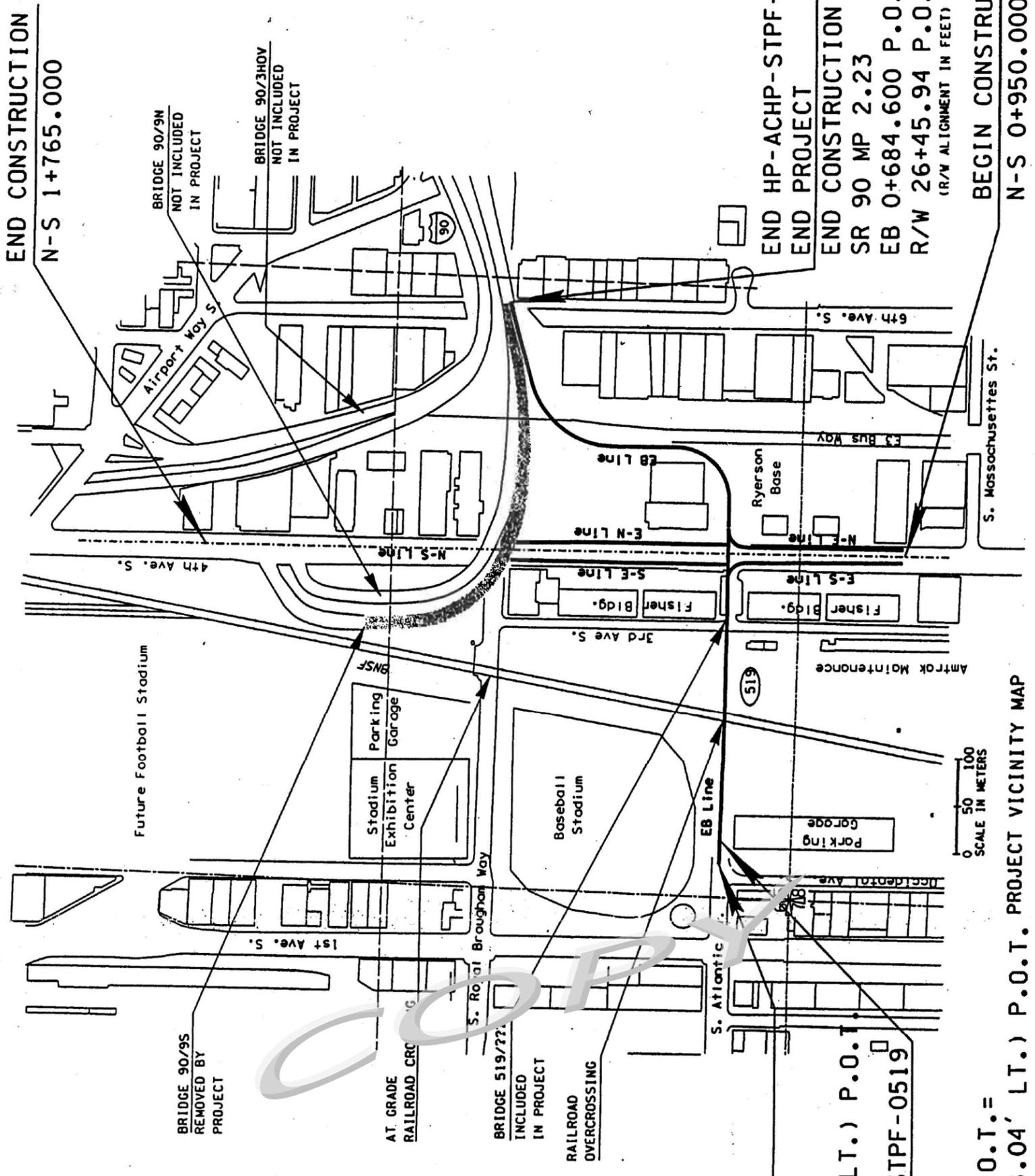
SUMMARY ESTIMATE OF COST

ITEM	AMOUNT
ESTIMATED CONSTRUCTION COSTS	
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Group 2 Base	12,032,924.50
Group 3 Base	27,400.00
Group 4 Base	388.00
Group 5 Base	55,454.00
Base Subtotal	32,471,800.75
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2. Seattle Public Utilities - Water Service	21,000.00
3. Seattle City Light	728,000.00
4. City of Seattle GCA	25,000.00
5. Railroad Flagging BNSF	300,000.00
6. WSP Assistance	10,000.00
7. Seattle Police Assistance	25,000.00
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Sales Tax @ 8.60% on Group 5 Base	4,769.04
Subtotal	34,709,401.30
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Contingency @ 5%	1,735,470.07
Subtotal	39,915,811.50
Below Line Items	
1. Public Notice	45,000.00
2. ITS Maintenance & System Integration	3,500.00
TOTAL COST OF PROJECT	<u>\$39,964,311.50</u>

T.24N. R4E. W.M.
City of Seattle



DETOUR VICINITY MAP



BEGIN CONSTRUCTION
SR 519 MP 0.21
EB 0+000.000 P.O.T.=
R/W 16+16.72 (8.04' LT.) P.O.T.

BEGIN HP-ACHP-STPF-0519
BEGIN PROJECT
SR 519 MP 0.20
EB 0+019.230 P.O.T.=
R/W 18+53.63 (8.04' LT.) P.O.T.

END CONSTRUCTION
N-S 1+765.000

BRIDGE 90/95
REMOVED BY
PROJECT

BRIDGE 90/9N
NOT INCLUDED
IN PROJECT

BRIDGE 90/3HOV
NOT INCLUDED
IN PROJECT

END HP-ACHP-STPF-0519
END PROJECT
END CONSTRUCTION
SR 90 MP 2.23
EB 0+684.600 P.O.T.=
R/W 26+45.94 P.O.T.
(R/W ALIGNMENT IN FEET)

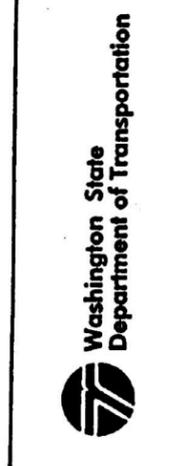
BEGIN CONSTRUCTION
N-S 0+950.000

DESIGNED BY	C. BRICHEUX
ENTERED BY	C. BRICHEUX
CHECKED BY	B. GLAS
PROJ. ENGR.	B. NEBBITT
REGIONAL ADM.	J. OKAMOTO
DATE	
REVISION	
BY	

ENVIRONMENTAL AND ENGINEERING
SERVICE CENTER

GCA 2232

Exhibit "B" Sheet 1 of 1



SR 519
INTERMODAL ACCESS - PHASE 1
S ATLANTIC STREET

VICINITY MAP

V1

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