

RESOLUTION NO. 3030

A RESOLUTION of the Commission of the Port of Seattle authorizing the First Amendment to the West Seattle Freeway Bridge Interlocal Agreement.

WHEREAS, the City of Seattle and the Port of Seattle entered into the West Seattle Freeway Bridge Interlocal Agreement dated July 7, 1980, which provided for the accomplishment of the West Seattle Bridge Project; and

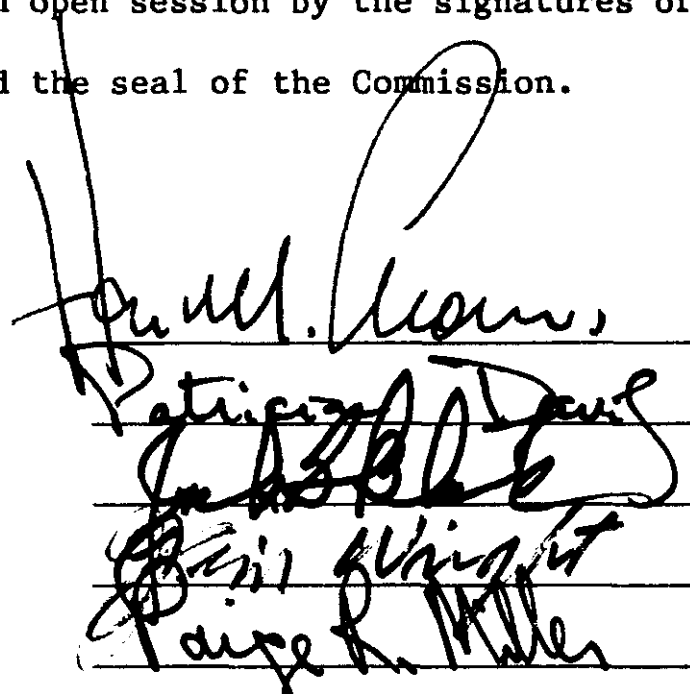
WHEREAS, after completion of Phase I of the Project, four million dollars (\$4,000,000) remains of the Port's initial ten million dollar (\$10,000,000) cash commitment to the Project; and

WHEREAS, the Port is willing to make an additional contribution of three million dollars (\$3,000,000) in order to ensure completion of Phase II of the Project;

NOW THEREFORE, the Commissioners of the Port of Seattle hereby resolve as follows:

The President and Secretary of the Commission are hereby authorized to execute on behalf of the Port the First Amendment to the West Seattle Freeway Bridge Interlocal Agreement, providing an additional Port contribution of three million dollars (\$3,000,000) toward completion of Phase II of the West Seattle Bridge Project, on terms and conditions substantially in the form attached hereto as Exhibit A.

ADOPTED by the Commission of the Port of Seattle at a regular meeting held May 10, 1988, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



Four handwritten signatures are written over four horizontal lines. The signatures are: 1. A large, stylized signature that appears to be 'Paul M. Lewis'. 2. A signature that appears to be 'Patricia J. Davis'. 3. A signature that appears to be 'John B. Black'. 4. A signature that appears to be 'Doris King'. Below the fourth line, the name 'Doris King' is written in a smaller, more legible hand.

Port Commissioners

FIRST AMENDMENT TO WEST SEATTLE FREEWAY  
BRIDGE INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO the West Seattle Bridge Interlocal Agreement is entered into as of \_\_\_\_\_, 1988 between the PORT OF SEATTLE, a municipal corporation (the Port) and THE CITY OF SEATTLE, a municipal corporation, (the City).

R E C I T A L S:

A. The parties hereto entered into the West Seattle Freeway Interlocal Agreement dated July 7, 1980, (the Agreement), which provided certain terms and conditions for accomplishment of the West Seattle Freeway Bridge Project.

B. The parties wish to reaffirm their commitment to proceed with construction of Phase II of the Project.

C. After completion of Phase I of the Project, four million dollars (\$4,000,000) remains of the Port's initial ten million dollars (\$10,000,000) cash commitment to the Project.

D. In order to ensure the completion of Phase II of the Project, the Port desires to make an additional contribution of three million dollars (\$3,000,000).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained in the Agreement and in this Amendment thereto, the Port and the City agree as follows:

1. Section II of the Agreement is hereby amended to read as follows:

The purpose of this Agreement is to create a cooperative arrangement between the City and the Port relating to the West Seattle Freeway Project Phase I and Phase II and to define the terms, conditions, scope, and arrangements governing the Port's financial support for Phase I and Phase II of the Project.

2. Section III of the Agreement is hereby amended by adding a new paragraph M to read in its entirety as follows:

"M. The City shall be responsible for Phase II of the Project including the design, construction, operation and maintenance of a two-lane moveable structure bridge with a minimum horizontal clearance of 250 feet and a minimum clearance bridge height of 55 feet as measured from center span to center channel at medium high water and removal of the Spokane Street Bascule Bridge No. 2."

3. Section IV of the Agreement is hereby amended by adding new paragraphs D. and E. to read in their entirety as follows:

"D. In addition to the four million dollars (\$4,000,000) remaining of the Port's original ten million dollar (\$10,000,000) commitment to the Project (which shall be used as provided in paragraph V.F. hereof), the Port shall pay the City, for use in connection with Phase II of the Project and on the terms and conditions specified in Section V, below, three million dollars (\$3,000,000).

E. The foregoing provisions set forth the sole responsibility and contribution of the Port in connection with Phase II. The City shall be responsible for the design and construction of Phase II as provided in Section III."

4. Section V, paragraph A. of the Agreement is hereby amended to read as follows:

A. The Port will establish a special account to cover all of its payments to the City for Phase I and Phase II of the West Seattle Freeway Bridge Project.

5. Section V, paragraph D. of the Agreement is hereby amended to read as follows:

D. The City shall submit progress billings, in a form compatible with the Port's accounting system, for reimbursement of actual expenditures and costs incurred. The rate or amount of progress billing shall be determined by the City and need not be equated to the rate of progress or percentage of completion of Phase I and Phase II of the Project.

6. Section V of the Agreement is hereby amended by adding a new paragraph H., to read in its entirety as follows:

"H. The City may withdraw from the West Seattle Freeway Fund or successor fund, immediately after the opening of bids for Phase II of the Project, funds in excess of funds reasonably expected to be needed for Project completion.

7. If, upon opening of bids for the principal construction contract for Phase II of the Project, total Project costs exceed the current estimated cost to complete Phase II of the Project (see Attachment A, hereto) of Forty-six Million Three Hundred Thousand Dollars (\$46,300,000), the City may, after adoption of a resolution for such purpose, void and cancel this amendatory agreement upon delivery of written notice of such resolution to the Port before expiration of bids. Upon delivery of such notice, all terms and provisions of this amendatory agreement shall be void and of no further effect.

8. The Agreement is amended by adding a new Article XII, as follows:

There shall be an Oversight Committee composed of representatives of all agencies participating in the West Seattle Freeway Project, Phase II, to provide review, coordination, and communication in connection with the Project. The exact composition and meeting times of such Oversight Committee shall be arranged by the City with such other participating agencies.

9. The foregoing amendments shall be of no force and effect unless City reaches agreement with King County allowing the City to withdraw funds from the West Seattle Freeway Fund or successor fund as provided in item 6, herein.

10. Except as expressly amended herein, all provisions of the Agreement shall remain in full force and effect.

11. This First Amendment to the West Seattle Freeway Bridge Interlocal Agreement shall become effective and binding upon the parties hereto upon execution hereof by both parties.

ATTEST:

THE CITY OF SEATTLE  
PURSUANT TO  
ORDINANCE \_\_\_\_\_

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Mayor

ATTEST:

PORT OF SEATTLE

By \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF WASHINGTON )  
 ) ss.  
THE COUNTY OF KING )

THIS IS TO CERTIFY: That on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Mayor and \_\_\_\_\_, City Comptroller, respectively, of The City of Seattle, a municipal corporation, that executed the foregoing instrument and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said municipal corporation and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal the day and year of this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_

ATTACHMENT A

WEST SEATTLE FREEWAY PHASE 2  
COST ESTIMATE

CONCRETE SWING BRIDGE

- o Reduced channel improvement - minimum dredging to construct swing bridge; will complete dredging with Duwamish Widening and Deepening.
- o All timber pier protection - Cluster Dolphins on east side; Cluster Dolphins and timber facing on west side.

CONSTRUCTION ESTIMATE

ESTIMATE (\$ Millions)

Substructure	4.40
Superstructure	5.80
Control House	0.50
Machinery & Electrical (Includes spare lift/turn cylinder)	7.26
Controls	0.40
Pier Protection	0.47
Channel Excavation	0.19
Approach Structures	4.56
Demolition	2.66
Other Items	
o Civil	1.21
o Utility	0.56
o Traffic	0.53
o Access Trestles	0.05
	<hr/>
Subtotal	28.59
Mobilization @ 10%	3.00
Incidentals of Contract @ 10%	3.00
	<hr/>
Contract Estimate	34.59
Construction Management & Insurance	7.00
Contingencies & Claims	3.91
	<hr/>
Total Construction	45.50
RIGHT OF WAY: COST TO COMPLETE	0.50
PRELIMINARY ENGINEERING: COST TO COMPLETE	0.30
	<hr/>
TOTAL	46.30