



**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

<b>Agenda Item No.:</b>	<u>4-6</u>	<b>Date:</b>	<u>March 1, 2011</u>
	2011-0111		
<b>Proposed No.:</b>	2011-0112	<b>Prepared By:</b>	<u>Paul Carlson</u>
	<u>2011-0113</u>		

**STAFF REPORT**

**SUBJECT:**

These three proposed ordinances concern the South Park Bridge Replacement project (Roads CIP #300197):

Proposed Ordinance 2011-0111 would delete an Expenditure Restriction in the mid-biennium transportation supplemental budget, Ordinance 17000, which restricts the expenditure or encumbrance of \$29.9 million in South Park Bridge project funds.

Proposed Ordinance 2011-0112 authorizes the Executive to approve an Interlocal Agreement ("ILA") with the City of Seattle for a city contribution of up to \$15 million to the South Park Bridge replacement project.

Proposed Ordinance 2011-0113 authorizes the Executive to approve an ILA with the Port of Seattle for a Port contribution of up to \$5 million for this project.

**SUMMARY**

The Council has extensively reviewed the South Park Bridge Replacement Project through the budget process as well as consideration of issues such as the public outreach for closure of the old bridge and acquisition of right-of-way for the replacement project. At every stage of this complex process, the Council has provided the necessary budget authority or legislative approval to allow the project to move forward.

In December 2010, the Council approved a funding package for the South Park Bridge Replacement Project (Motion 13396). This package included projected contributions from federal, state, City of Seattle, and Port of Seattle governments. At the same time, the Council imposed an Expenditure Restriction on \$29.9 million of the project funding pending transmittal of executed, legally binding commitments for all project funds (Ordinance 17000).

The current legislative package responds to the Expenditure Restriction. This package includes the proposed legislation shown in Table 1.

**Table 1: Transmitted Legislation**

<b>Legislation #</b>	<b>Subject</b>
Proposed Ordinance 2011-0111	Deletes Expenditure Restriction 1 to Section 9 of Ordinance 17000 (to Section 137 of Ordinance 16717)
Proposed Ordinance 2011-0112	Approves an ILA with the City of Seattle for the City's contribution to the South Park Bridge Replacement Project (Roads CIP #300197)
Proposed Ordinance 2011-0113	Approves an ILA with the Port of Seattle for the Port's contribution to the South Park Bridge Replacement Project

The project was advertised for bids in January 2011 and the Road Services Division ("RSD") seeks to open bids on March 8, with bid award following in late March. This schedule is designed to allow for construction to begin by May, taking advantage of the 2011 "fish window" for the Duwamish River. Normally, bid opening is a relatively routine step in project implementation. However, we are informed by Executive staff that the Washington State Department of Transportation ("WSDOT") has advised the County that the Expenditure Restriction should be satisfied prior to bid opening. For this reason, consideration of this legislative package is on a fast track with the goal of giving the Council the option to pass the proposed ordinances on March 7 with emergency clauses so they will take effect immediately.

**BACKGROUND**

Some years ago it became apparent that the aging South Park Bridge had to be replaced as uncorrectable materials failure and construction deficiencies precluded rehabilitation of the existing structure. Design work for a replacement bridge proceeded over several years, but until 2010, the Road Services Division and the Executive branch were unable to identify funding for the replacement construction project.

In February 2010, the County learned that its \$99 million grant request from the federal Transportation Investment Generating Economic Recovery ("TIGER") program was rejected. A second grant opportunity was available later in 2010 through the TIGER II program.

Because of its deteriorating condition, the Bridge was closed on June 30, 2010. Prior to its closure, the South Park Bridge carried approximately 20,000 vehicles per day. It served as an important freight route in the Duwamish Manufacturing-Industrial Center, mitigated congestion on the City of Seattle's First Avenue South Bridge, and reduced traffic congestion in and around Port facilities on the Seattle waterfront.

County efforts to fund a replacement bridge continued past the closure date and the Executive assembled a package of projected state and local agency contributions as local match for the TIGER II grant application. In October, this grant request was approved in the amount of \$34 million.

In December 2010, the Council approved a funding plan for the South Park Bridge (Motion 13396) and added the following Expenditure Restriction to the mid-biennium transportation supplemental appropriation (Ordinance 17000):

**ER1 EXPENDITURE RESTRICTION:**

For CIP Project 300197, South Park Bridge, \$29,900,000 may not be expended or encumbered until the executive transmits an update of the South Park Bridge funding plan, including executed legally binding commitments for all funds identified in the plan.

**ORDINANCE TO AMEND EXPENDITURE RESTRICTION AND UPDATE FUNDING PLAN**

Proposed Ordinance 2011-0111 would delete Expenditure Restriction 1 and transmits a revised funding plan. Table 2 lists the components of the revised funding package.

**Table 2. Construction Phase Funding Plan, February 2011**

Federal TIGER II Grant	\$34,000,000	Awarded October 15, 2011
Federal "earmark"	\$3,000,000	Pending in Congress
WSDOT – federal bridge funds	\$20,000,000	August 13 letter (attachment 5)
Transportation Improvement Board	\$10,000,000	June 28 letter (attachment 6)
Freight Mobility Strategic Investment Board	\$5,000,000	September 22 letter (attachment 7)
PSRC – federal surface transportation	\$15,000,000	August 11 letter (attachment 8)
King County	\$31,428,642	Ordinance 16865, approved June 21, 2010
City of Seattle	\$15,000,000	Interlocal Agreement transmitted to Council
Port of Seattle	\$4,466,000	Interlocal Agreement transmitted t Council <sup>1</sup>
<b>Total</b>	<b>\$137,894,642</b>	

The County contribution includes \$30 million in bond revenue financed through the issuance of \$31 million worth of bonds and \$1,428,642 from the County Road Fund. Annual debt payments over 20 years are estimated at \$2.5 million. As a percentage of the total estimated construction phase cost, the County's share is 22.8 percent. Compared to the December 2010 funding plan, the total cost of the February 2011 funding plan has increased by the amount of the County Road Fund contribution.

The Freight Mobility Strategic Investment Board ("FMSIB") contribution is a "last dollar in" contribution, as described in the award letter: "The \$5,000,000 FMSIB commitment is to be the last dollars in the construction of the project, only if needed." The FMSIB

<sup>1</sup> The Port contribution totals \$5 million, including a \$534,000 in-kind contribution of right-of-way which was counted as an in-kind contribution when the financial plan was approved. The ILA with the Port credits the Port with a \$180,000 for an environmental mitigation easement, reducing the dollar contribution by that amount to a total of \$4,286,000.

letter further notes that the Legislature must authorize funding for the project and an agreement must be signed between the project sponsor, FMSIB, and WSDOT.

The current construction cost estimate is listed in Table 3. The total matches the amount of the funding package and is higher than the December 2010 estimate by \$2,449,642.

**Table 3. South Park Bridge Construction Cost Estimate**

Construction contract	\$107,835,000	Engineer's estimate, includes demolition
Construction inspection	\$18,112,000	
Contingency	\$10,783,500	
Art, utility relocation	\$1,164,142	
Total	\$137,894,642	

### INTERLOCAL AGREEMENT WITH CITY OF SEATTLE

Proposed Ordinance 2011-0112 approves the attached ILA with the City of Seattle. The principle purpose of the ILA is to establish the terms under which the City will contribute up to \$15 million to the South Park Bridge Replacement Project.

Highlights of the ILA with the City of Seattle include the following provisions:

- Exhibit B defines two terms that are used in the ILA. The "Beneficial Use Completion Date" is defined as the date that the bridge is open to two-way vehicular traffic, pedestrians and bicycles, is fully operational and open to marine traffic, and the Contractor has provided the County with a certificate of final electrical inspection and acceptance. "Final Acceptance" is the date that the Director of Transportation accepts the completed contract, which means the contractor is supposed to have performed all obligations under the contract.
- Section 1.2 (Description of Project) states that the project is for a new double-leaf bascule bridge over the Duwamish River with separated sidewalks and bicycle lanes, with a construction cost currently estimated at \$137,894,642. The project must meet guidelines in County plans #316-63 and specifications in contract C00606C11.
- Section 2.1 (Administering Agency) states that the County is responsible for all project administration, including obtaining permits including a City of Seattle Street Improvement Permit and other required City permits.
- Section 2.3 (Contracts) states that the County is responsible for all contracts needed to complete the project, but gives the City the right of access to all project documentation and the right to consult with the County Project Engineer.
- Section 2.6 (Schedule/Scope) states that any changes in the project as described in section 1.2 that affect the operation, function or maintenance of the Project shall require coordination with the City. The County will seek review and concurrence on such changes and the City will review in a timely manner.
- Section 2.7 (Bridge Commissioning) states that the County and City shall establish a mutually agreed work plan to involve the City in commissioning the electrical, mechanical and movable bridge elements during construction.

- Section 2.8 (Bridge Operations and Maintenance) states that the two parties shall negotiate in good faith with the goal of entering into an agreement prior to Beneficial Use Completion, regarding future operations and use of the Bridge.
- Section 3.2 (City Funding) states that the City agrees to pay the County a maximum of \$15 million in two installments; the County is responsible for all cost overruns.
- Section 3.3 (Conditions) states that the City's obligation to provide funding is conditioned on: (a) completion of the project in accordance with the terms in section 2, and (b) project construction in compliance with the plans and specifications described in section 1.2 and approved by the City. [The City has provided a letter approving the plans for Contract C00606C11.]
- Section 3.4.a (Initial Payment) – the first installment of \$10 million is due when the City receives notice that the project has reached the “Beneficial Use Completion” stage as defined in Exhibit B, but no earlier than May 1, 2013.
- Section 3.4.b (Final Payment) – the second payment is due when the City receives notification that the Project has reached Final Acceptance as defined in Exhibit B.
- Section 3.4.c (Adjustments for Cost Savings) – the second payment is for \$5 million adjusted by a reduction for any cost savings attributable to a difference between the total construction costs estimated in section 3.1 (Exhibit C: \$137,894,642) and the total project construction costs estimated at Final Acceptance. The first \$5 million in savings go to FMSIB and additional savings are apportioned to the City of Seattle and the Port of Seattle in proportion to their contributions up to the full amount of their cash and in-kind contributions (the City of Seattle would receive \$3 for every \$1 going to the Port).
- Section 3.4.e (Reimbursement for City Services) states that the County will reimburse the City for city-provided services and permits, as described in sections 2.1, 2.6, and 2.7; reimbursement for the services in 2.6 are capped at \$125,000.
- Section 8 (Disputes) provides that designated contact persons shall seek to resolve disputes; if they are unable to do so, the County Engineering Services Section Manager and the City's Alaskan Way Viaduct and Seawall Replacement Program Manager shall seek resolution, followed by review if necessary by the transportation department directors.
- Section 9 (Effectiveness and Duration) states that the Agreement is effective on the date of execution by both parties and shall remain in effect until Final Acceptance of the Project and completion of final payments due from either party, unless amended.
- Section 10 (Indemnification; Waiver; Limit of Liability; Insurance) includes provisions under which both parties indemnify each other.

## **INTERLOCAL AGREEMENT WITH PORT OF SEATTLE**

Proposed Ordinance 2011-0113 approves the attached ILA with the Port of Seattle. The principle purpose of the ILA is to establish the terms under which the Port will contribute up to \$5 million to the South Park Bridge Replacement Project.

Highlights of the ILA with the Port of Seattle include the following provisions:

- Section 1.2 (Description) defines the project as a new double-leaf bascule bridge over the Duwamish River with separated sidewalks and bicycle lanes, with a construction cost currently estimated at \$137,894,642.
- Section 2.1 (Implementing Agency) states that the County is the implementing agency for the project.
- Section 2.3 (Schedule/Scope) states that the County shall coordinate with the Port over any project changes to the project that affect the benefits to the Port, but not other changes.
- Section 3 (Cost Reimbursement and Funding) authorizes a total Port contribution valued at \$5 million, defined in 3.4 as \$4,286,000 in cash and in-kind contributions valued at \$714,000.
  - The cash payment will be made in two equal installments of \$2,143,000, the first when the County has made aggregate progress payments totaling at least 50 percent of project cost and the second when the County Construction Contract Project Engineer certifies that the project has reached Final Acceptance, defined in Exhibit E and identical to the definition in Exhibit B of the City ILA.
  - If, at Final Acceptance, the project cost is lower than the projected cost, the first \$5 million in savings goes to FMSIB, and any additional savings are refunded to the City of Seattle and the Port of Seattle in proportion to their respective contributions, up to the full amount of these contributions. This provision is identical to that in the City ILA.
- Section 7 (Disputes) provides that designated representatives shall seek to resolve disputes; if they are unable to do so, the responsible project directors shall try to resolve the dispute. If they are unsuccessful, the department director or chief executive officer shall review the dispute.
- Section 8 (Effectiveness and Duration) provides that the ILA is effective when executed by both parties and will remain in effect until Project completion, unless amended or terminated.
- Section 9 (Termination) allows either party to terminate the agreement with 30 days written notice. In event of termination, the Port shall reimburse the County for all costs payable at the time of termination including non-cancelable obligations, defined as those costs the County "is obligated to pay as of the day that either party provides notice of termination, including the Port's percentage of the total cost of any phase that the County has commenced prior to the Port's notice of termination, whether or not such phase has reached completion."
- Section 10 (Indemnification and Hold Harmless) provides that the County shall indemnify the Port against claims brought against the County. There is no counterpart language under which the Port indemnifies the County.

## **ANALYSIS**

**Proposed Ordinance 2011-0111**, if amended by the Council to take effect immediately, would delete the Expenditure Restriction on \$29.9 million of project funds, allowing RSD to open bids on March 8. The Council approved the Expenditure Restriction to encourage progress in accomplishing binding commitments for the funding plan so that bid opening and other steps could proceed as intended. At this time, given the

transmittal of two ILAs, it would be reasonable for the Council to lift the Expenditure Restriction consistent with its review of the ILAs.

**Proposed Ordinance 2011-0112** would approve an ILA with the City of Seattle for a City contribution of up to \$15 million for the project. The Council's Legal Counsel reviewed a draft ILA and recommended a number of changes that have been incorporated into the transmitted ILA. Late last week, the City transmitted a letter expressing approval of the project scope as defined in County contract C00606C11, which appears to address language in the ILA relating to City approval of the project.

**Proposed Ordinance 2011-0113** would approve an ILA with the Port of Seattle for a Port contribution of up to \$5 million for the project. The Council's Legal Counsel reviewed an ILA and recommended a number of changes. Some have been incorporated into a revised ILA. Staff is continuing to review the risk to the County from the Termination provision, Section 9. A key question is whether the language requiring the Port to pay its share of "non-cancelable costs" in the event of termination, offers sufficient protection for the County. It is the Executive's position that the ILA provides an acceptable level of commitment from the Port of Seattle given the voluntary nature of the Port's contribution.

Note that both ILAs have identical language concerning cost savings, under which any savings would first refund FMSIB's "last dollar in" contribution of \$5 million and then refund the City and Port for their contributions. It is highly unlikely that the County would share in any cost savings.

### **AMENDMENTS**

For each proposed ordinance, a striking amendment and title amendment will be provided at the Committee meeting. The reason is to give Councilmembers the option of passing the ordinances with emergency language, allowing them to take effect immediately following Council approval.

### **REASONABLENESS**

Approval of Proposed Ordinance 2011-0111, deleting the Expenditure Restriction, constitutes a reasonable business decision.

Approval of Proposed Ordinance 2011-0112, approving the ILA with the City of Seattle, constitutes a reasonable business decision, given the modifications to the ILA worked out by the County and City.

Review of the ILA with the Port of Seattle is continuing. Approval of Proposed Ordinance 2011-0113, approving the Port ILA, would provide greater assurance of the Port's contribution than was available prior to enactment of the Expenditure Restriction and greater than would be the case absent any agreement.

### **ATTACHMENTS**

1. Proposed Ordinance 2011-0111 and attachments
2. Proposed Ordinance 2011-0112 and attachments

3. Proposed Ordinance 2011-0113 and attachments
4. Executive's transmittal letter
5. Washington State Department of Transportation letter
6. Transportation Improvement Board letter
7. Freight Mobility Strategic Investment Board letter
8. Puget Sound Regional Council letter
9. Fiscal Note

**INVITED**

Harold Taniguchi, Director, King County Department of Transportation

Paulette Norman, Interim Manager, Road Services Division

Jay Osborne, CIP Manager, Road Services Division

Sung Yang, Director of External Affairs and Government Relations, Office of the Executive

Joe Woods, Council Relations Manager, Office of the Executive





KING COUNTY  
Signature Report

February 28, 2011  
Ordinance

Proposed No. 2011-0111.1

Sponsors McDermott

1 AN ORDINANCE pertaining to the roads capital  
2 improvement program; transmitting an updated South Park  
3 bridge funding plan; and amending the 2010/2011  
4 Biennium Budget Ordinance, Ordinance 16717, Section  
5 137, as amended.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Ordinance 16717, Section 137, as amended, is hereby amended by  
8 adding thereto and inserting therein the following:

9 ROADS CAPITAL IMPROVEMENT PROGRAM - From several capital  
10 improvement project funds there is hereby appropriated and authorized to be disbursed  
11 the following amounts for the specific projects identified in Attachment A to this  
12 ordinance.

Fund	Fund Name	Amount
3860	ROADS CONSTRUCTION	\$10,352,354

15 ((ERI EXPENDITURE RESTRICTION:

16 For CIP Project 300197, South Park Bridge, \$29,900,000 may not be expended or  
17 encumbered until the executive transmits an update of the South Park Bridge funding  
18 plan, including executed legally binding commitments for all funds identified in the  
19 plan.))

20 P1 PROVIDED THAT:

21 For CIP Project 300610, South Park Bridge Demolition, no more than \$1,800,000  
22 may be expended or encumbered for right-of-way acquisition, and no more than  
23 \$1,400,000 may be expended or encumbered for other project purposes until the  
24 executive has transmitted a report certifying that insufficient funding is available for CIP  
25 Project 300197, South Park Bridge Replacement, or providing an update on an executive  
26 plan to fund CIP Project 300197. The report shall include the finalized closure plan for  
27 the South Park Bridge.

28 The report required to be submitted by this proviso must be filed in the form of a  
29 paper original and an electronic copy with the clerk of the council, who shall retain the  
30 original and provide an electronic copy to all councilmembers and to the committee  
31 coordinator for the ~~((physical))~~ transportation, economy and environment committee or  
32 its successor.

33 P2 PROVIDED FURTHER THAT:

34 For CIP Project 300197, South Park Bridge Replacement, none of the amount  
35 appropriated in 2010 may be expended or encumbered until the executive has  
36 transmitted, and the council has approved by motion, a funding plan for the project. Any  
37 ordinance necessary for implementation of the funding plan shall be transmitted with the  
38 plan.

39 Any plan or legislation required to be submitted by this proviso must be filed in  
40 the form of a paper original and an electronic copy with the clerk of the council, who  
41 shall retain the original and provide an electronic copy to all councilmembers and to the

42 committee coordinator for the (~~physical environment~~) transportation, economy and  
43 environment committee or its successor.

44 SECTION 2. Attachment A to this ordinance hereby transmits the updated South  
45 Park Bridge funding plan as required by Ordinance 16717, Section 137, Expenditure  
46 Restriction ER1, as amended.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. South Park Bridge Financing--February 25, 2011



# South Park Bridge Financing

February 25, 2011

Fund Source	Project Phase			Total	Description/Status		
	Planning/Preliminary Engineering/Design	Right of Way	Construction				
Federal - Surface Transportation Program	\$8,641,000			\$21,863,000	Total Planning / Preliminary Engineering / Design - COMPLETED		
Local - King County	\$10,222,000						
Local - City of Tukwila	\$3,000,000						
<b>Phase Total</b>	<b>\$21,863,000</b>						
Federal - Surface Transportation Program		\$3,966,000		\$7,310,000	Total Right of Way - COMPLETED		
Local - King County		\$1,310,000					
Local - Port of Seattle*		\$534,000					
Private - Boeing*		\$1,500,000					
<b>Phase Total</b>		<b>\$7,310,000</b>					
Federal - USDOT TIGER II			\$34,000,000	\$137,894,642	Total Construction Phase Budget including carryover		
Federal - Earmark			\$3,000,000				
State - WSDOT (Federal Bridge Funds)			\$20,000,000				
State - Transportation Improvement Board			\$10,000,000				
State - FMSIB			\$5,000,000				
Local - King County			\$31,428,642				
Local - City of Seattle			\$15,000,000				
Local - Port of Seattle			\$4,466,000				
Municipal Planning Organization - PSRC (Federal Surface Transportation Funds)			\$15,000,000				
<b>Phase Total</b>			<b>\$137,894,642</b>				
						<b>\$167,067,642</b>	<b>Total Project costs</b>

USDOT= US Dept. of Transportation; WSDOT = WA State Dept. of Transportation; FMSIB = Freight Mobility Strategic Investment Board; PSRC = Puget Sound Regional Council





KING COUNTY  
Signature Report

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

February 28, 2011

Ordinance

Proposed No. 2011-0112.1

Sponsors McDermott

1 AN ORDINANCE authorizing the King County executive  
2 to execute an interlocal agreement with the city of Seattle  
3 for the city's contribution to the construction of a new  
4 South Park Bridge.

5 STATEMENT OF FACTS:

- 6 1. The South Park Bridge has provided access for residents of the South  
7 Park neighborhood and for commercial and industrial freight traffic within  
8 the Duwamish manufacturing and industrial area for the past eighty-one  
9 years.
- 10 2. The South Park Bridge came to the end of its useful life and was closed  
11 to the public on June 30, 2010.
- 12 3. The South Park Bridge is located on 14th/16th Avenue South across the  
13 Duwamish river. The south half of the bridge is located in King County.  
14 The north half of the bridge is located in the city of Tukwila. The northern  
15 and southern surface roadway approaches to the bridge and the South Park  
16 neighborhood immediately adjacent to the bridge are located within the  
17 city of Seattle.

18 4. King County is responsible for the operation and maintenance of all  
19 county roads, bridges and rights-of-way located within the county until  
20 and unless they are annexed by other jurisdictions.

21 5. King County and the city of Tukwila previously entered into an  
22 agreement, executed January 3, 2003, in which the city of Tukwila granted  
23 the county authority to make any decisions related to the operation,  
24 maintenance and management of the bridge to the same extent as if the  
25 entire bridge were part of the county road system.

26 6. King County has been awarded funding for a replacement bridge,  
27 including grant funds and funds from a broad group of partners.

28 7. The South Park Bridge is partially located adjacent to the city of  
29 Seattle's South Park neighborhood in an unincorporated area of King  
30 County that may be considered for annexation by the city of Seattle.

31 8. The bridge replacement provides a clear benefit to the county, the city  
32 and the industrial areas of the Duwamish Manufacturing/Industrial Center,  
33 as designated by the Puget Sound Regional Council, by reducing traffic  
34 congestion in and around other county and city roadways.

35 9. The city supported the county's efforts to replace the bridge, including  
36 the successful application for a \$34,000,000 Transportation Investment  
37 Generating Economic Recovery (TIGER II) grant.

38 10. The bridge replacement project will improve safety for drivers,  
39 bicyclists and pedestrians while providing benefits to air quality and  
40 waterway restoration.



41           11. The city has included the South Park Bridge replacement project in  
42           the city's 2011-2016 Capital Improvement Program and intends to  
43           appropriate the funds for the project in the city's 2013 and 2014 annual  
44           budgets.

45           12. Chapter 39.34 RCW authorizes the county and the city to enter into an  
46           interlocal cooperation agreement such as Attachment A to this ordinance.

47           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

48           SECTION 1. The King County executive is authorized to execute an interlocal

49 agreement with the city of Seattle, substantially in the form of Attachment A to this  
50 ordinance.  
51

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Interlocal Agreement Between King County and the City of Seattle

## INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SEATTLE

This Interlocal Agreement (the "Agreement") is made and entered into by the City of Seattle, a municipal corporation of the State of Washington, hereinafter called the "City," and King County, a political subdivision of the State of Washington, hereinafter called the "County." As used in this Agreement, "Project" means the replacement of the now closed 81-year-old South Park Bridge #3179 with a new double-leaf bascule bridge spanning the Duwamish River to the west of the existing bridge. The City and the County are also referred to in this Agreement collectively as "the Parties," and individually as a "Party."

### RECITALS

**WHEREAS**, the South Park Bridge has provided access for residents of the South Park neighborhood and for commercial and industrial freight traffic within the Duwamish Manufacturing and Industrial area for the past 81 years; and

**WHEREAS**, the South Park Bridge came to the end of its useful life and was closed to the public on June 30, 2010; and

**WHEREAS**, the South Park Bridge is located on 14th/16th Avenue South across the Duwamish River (See Exhibit A – Vicinity Map, attached.) The south half of the Bridge is located in the County and the north half of the Bridge is located in the City of Tukwila. The northern and southern surface roadway approaches to the bridge and the South Park neighborhood immediately adjacent to the Bridge are located within the City of Seattle; and

**WHEREAS**, the County is responsible for the operation and maintenance of all County roads, bridges and rights-of-way located within the County until and unless they are annexed by other jurisdictions; and

**WHEREAS**, the County has an agreement with the City of Tukwila granting the County authority and responsibility for the operations, maintenance, repair and replacement of the South Park Bridge; and

**WHEREAS**, the South Park Bridge is partially located adjacent to the City of Seattle's South Park neighborhood in an unincorporated area of King County that may be considered for annexation by the City of Seattle; and

**WHEREAS**, the County has secured funding for a replacement bridge, including grant funds and funds from a broad group of partners; and

**WHEREAS**, prior to closure, the South Park Bridge served a neighborhood with a high percentage of low-income residents and businesses that relied on the access provided by the bridge, including residents and businesses located within the City of Seattle; and

**WHEREAS**, the County and City seek opportunities to support the residents and businesses in the South Park neighborhood; and

**WHEREAS**, the bridge replacement provides a clear benefit to the County and City and the industrial areas of the Duwamish Manufacturing and Industrial Center (as designated by the Puget Sound Regional Council), by reducing traffic congestion in and around other County and City roadways; and

**WHEREAS**, the City supported the County's efforts to replace the bridge, including the successful application for a \$34,000,000 Transportation Investment Generating Economic Recovery (TIGER II) grant; and

**WHEREAS**, the County has evaluated the economic impacts of the bridge closure and determined that the Project will reduce overall traffic congestion, especially for adjacent Duwamish River bridges, including the First Avenue South Bridge, resulting in \$158 million in savings to freight haulers who will not suffer from more congestion on the First Avenue South Bridge and \$157 million in travel time savings for users of the new South Park Bridge, over 30 years; and

**WHEREAS**, the County has evaluated the economic impacts of the bridge construction and determined that the Project will support both existing and new jobs in the Duwamish Manufacturing and Industrial Center and will create \$80 million in short-term construction jobs; and

**WHEREAS**, the Project will improve safety for drivers, bicyclists and pedestrians, while providing benefits to air quality and waterway restoration; and

**WHEREAS**, the 2011 City of Seattle's Capital Budget approved on November 22, 2010, acknowledges the general intent to commit \$15,000,000 to the Project; and

**WHEREAS**, the Parties are authorized by the Revised Code of Washington (RCW) Chapter 39.34 to enter into an interlocal cooperation agreement of this nature;

NOW, THEREFORE, the Parties agree as follows:

## 1. PURPOSE

- 1.1. Purpose of Interlocal Agreement: The purpose of this Agreement is to establish the mutual roles and responsibilities regarding the funding, design, and construction of a new South Park Bridge (the "Project").
- 1.2. Description of Project: The Project involves the replacement of the 81-year-old South Park Bridge with a new double-leaf bascule bridge spanning the Duwamish River, including separated sidewalks and dedicated bicycle lanes in both directions, as well as travel lanes providing the same capacity for automobile and truck traffic as the old bridge provided prior to closure. The Project will meet guidelines as detailed in plans #316-63 and specifications being prepared by the County for construction as contract C00606C11. The project includes incorporation of historic and art elements, utility construction, riverbank mitigation, and other features required for the Project. The construction cost of the Project is currently estimated by the County to be \$137,894,642.
- 1.3. Schedule: Portions of the existing bridge were removed in late 2010. The Project was advertised for construction bids on January 11, 2011 with construction expected to begin by May 2011 with Beneficial Use expected mid-2013 and Substantial Completion expected at the end of 2013.

## 2. TERMS AND CONDITIONS

- 2.1. Administering Agency: The County shall be responsible for all Project administration. As the implementing agency, the County shall ensure Project compliance with the State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA), and shall be responsible for obtaining all necessary federal, state and local permits, including but not limited to a City of Seattle Street Improvement Permit for work within the Seattle City right-of-way and any other required City of Seattle permits. Additionally, the County shall obtain all temporary agreements and permanent property rights required for the Project. The County shall be responsible for accomplishing all aspects of the Project scope and for all Project costs, including costs associated with the City of Seattle Street Improvement Permit.

- 2.2. Compliance with Law: The County shall comply with all applicable federal, state, and local laws, statutes, rules, regulations and ordinances, including but not limited to RCW 39.12 and applicable public works requirements.
- 2.3. Contracts: The County shall be solely responsible for entering into and administering all contracts necessary to complete the Project. Notwithstanding the foregoing, the City shall have the following rights: (1) to consult with and make inquiries of the County Project Engineer or designee, (2) to attend meetings as approved by the County Project Engineer or designee, and (3) to have access to all documentation concerning the Project. The City shall not provide direction, directly or indirectly, to the County's consultant(s) or contractors. Except in the instances listed below in section 2.4, the City shall direct all communications to the County's Project Engineer or designee, including communications regarding compliance with City of Seattle's Street Improvement Permits for the quality of construction, and contractor performance.
- 2.4. Coordination: The County will manage any requests from the City that have contractual or scope-of-work impacts and will coordinate responses to the City. The County's consultants or contractors may work with the City to arrange for regulatory permitting and inspections made pursuant to permits issued by the City other than Street Improvement Permits, e.g. electrical permits or other permits obtained from the City by the consultant or contractor. The City may communicate directly with the contractor or consultants if necessary because of a threat to health or safety.
- 2.5. Contact Persons: The Parties to this Agreement shall each designate a person to act as liaison for the Project. The contact persons shall meet on a mutually-agreed-upon and regularly scheduled basis at a frequency appropriate to the phase and status of the Project.
- 2.6. Schedule/Scope: The scope and schedule for the Project has been mutually agreed upon by the Federal Highway Administration, the Washington State Department of Transportation and other funding partners. Any changes to the Project, as described in Section 1.2, that impact the operation, function or maintenance of the Project shall require coordination with the City. The County shall first obtain the review and concurrence of the City prior to making or implementing any such design revisions or deviations from the plans and specifications pertaining to elements of work. The City will accomplish these reviews in a timely manner in order to meet the schedule requirements of the Project. If concurrence is not reached, both Parties agree to use the dispute process included in Section 8.
- 2.7. Bridge Commissioning: The County and City shall establish a mutually agreed work plan that will detail the schedule, staffing and level of effort needed to ensure that the City is fully involved in the commissioning of the Project electrical, mechanical and movable bridge elements during the construction, including City review of submittals for all materials, installation phasing and procedures, testing and all elements of the commissioning process. At a minimum, commissioning includes all work described in Division 8-19 Bridge Electrical System and Division 10 Operating Machinery of the Project special provisions and the associated plans. The County shall reimburse the City for its costs associated with the commissioning effort.
- 2.8. Bridge Operations and Maintenance: The Parties shall negotiate in good faith with the goal of entering into an agreement prior to Beneficial Use Completion, defined in Exhibit B regarding future operations and maintenance for the bridge. The agreement should ensure the City is reimbursed for all costs associated with any role the City has in the operations and maintenance of the bridge until annexation of any or all of the bridge if such annexation occurs. If the annexation process occurs, it should include a separate agreement to address operation and maintenance of the bridge, including increased maintenance costs for any and all bridge elements that the County chooses to construct or place in service that do not adhere to the approved plans and specifications as defined in Section 1.2.

- 2.9. Public Involvement: The County shall be responsible for the public involvement and community outreach process for the Project.

### 3. BUDGET, FUNDING, CONDITIONS, PAYMENT SCHEDULE

- 3.1 Budget: The current estimated construction cost is shown in Exhibit C. Any increase to the estimated cost shall not increase the City's funding obligation under this Agreement.
- 3.2 City Funding: The City shall contribute a maximum of Fifteen-Million Dollars (\$15,000,000) in total for the South Park Bridge Replacement Project. The County shall be responsible for obtaining all other funding for the Project, and shall remain solely responsible for all cost overruns and for the cost of any required financing.
- 3.3 Conditions: The City's obligation to provide funding is strictly conditioned upon the following: (a) The Project must be awarded and completed in compliance with the terms and conditions of Section 2, and (b) the Project must be constructed in compliance with the plans and specifications described in Section 1.2 and approved by the City. The City has included the Project in the City's 2011-2016 Capital Improvement Program and intends to appropriate the funds for the Project in the City's 2013 and 2014 annual budgets.

#### 3.4 Payment Schedule:

- (a) Initial Payment. Subject to the conditions in Section 3.3, the City will make a payment of Ten Million Dollars (\$10,000,000) to the County when the City receives documentation that the Project has reached the Beneficial Use Completion Date as described in Exhibit B, but no earlier than May 1, 2013.
- (b) Final Acceptance and Payment. The City shall make the adjusted final payment to the County when the City receives documentation that the Project has reached Final Acceptance as defined in Exhibit B. The adjusted final payment shall be \$5,000,000 less any cost savings allocated to the City under Section 3.4 (c).
- (c) Adjustments for Cost Savings. The final payment will be based on the total project construction phase costs estimated at the time of Final Acceptance. Any cost savings difference between the current estimated cost in Section 3.1 and the final costs will be distributed as follows: the County will first refund any savings to the Freight Mobility Strategic Investment Board (FMSIB) up to its total contribution of \$5,000,000. If there are cost savings in excess of \$5,000,000, the County will apportion the total savings amount between the Port of Seattle and the City of Seattle to reflect their respective proportional investments up to the full amount of their respective contributions of up to Five Million Dollars (\$5,000,000) to the Port of Seattle and up to Fifteen Million Dollars (\$15,000,000) to the City of Seattle.
- (d) Timing of City Payment. The City will make payment of each installment within forty-five (45) calendar days from receipt of documentation that milestone has been achieved, except as noted above.
- (e) Reimbursement for City Services. The City will invoice the County monthly for reimbursement of services described under sections 2.1 (City Permits), 2.6 (not to exceed \$125,000 without further agreement) and 2.7 (as established for the Work Plan) above and provide documentation to support the invoice.
- (f) Timing of County Payment. The County will make payment to the City within forty-five (45) calendar days from receipt of the invoice from the City.

#### 4. OWNERSHIP

Upon completion, the South Park Bridge shall be the property of the County, and the City will acquire no ownership rights or obligations with respect to the Project through this Agreement; however, the City may acquire the bridge in the future through annexation or any other lawful means.

#### 5. COMPLETE AGREEMENT; AMENDMENT

This Agreement, including exhibits, represents the full and final agreement of both the City and the County with respect to the Project and there are no other agreements, whether oral or written, between the Parties. Either Party may request changes to the provisions contained in this Agreement. Any subsequent modification or amendment shall only be binding if reduced to writing and signed by an authorized representative of the County and the City.

#### 6. NOTIFICATION

Any notice required or permitted to be given pursuant to this 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 this Agreement:

To the County:            King County, DOT, Road Services  
                                 201 S Jackson Street, KSC TR 0317  
                                 Seattle, WA 98104

To the City:                City of Seattle Department of Transportation  
                                 South Park Bridge Project Manager  
                                 700 Fifth Ave, Suite 3900  
                                 PO Box 4996  
                                 Seattle, WA 98124-4996

#### 7. RECORDS RETENTION AND AUDIT

During the progress of the work on the Project and for a period not less than six (6) years from the date of final payment by the City to the County, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit by the City, and the County shall provide the City with copies of all records, accounts, documents, or other data pertaining to the Project upon the City's request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit findings have been resolved, even though such litigation, claim, or audit continues past the typical six year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

#### 8. DISPUTES

The designated representatives under Section 2.5 CONTACT PERSONS shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then the County Engineering Services Section Manager and the City's Alaskan Way Viaduct and Seawall Replacement Program Manager shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the applicable department directors of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps when seeking to resolve disputes.

## 9. EFFECTIVENESS AND DURATION

This Agreement is effective upon the date of execution by both Parties following a validly enacted ordinance of the City of Seattle and will remain in effect until Final Acceptance of the Project and completion of any final payment obligations between the Parties, unless otherwise stated herein or unless amended.

## 10. INDEMNIFICATION; WAIVER; LIMITATION OF LIABILITY; INSURANCE

- 10.1 County Indemnification: The County shall defend, indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any act or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 10.2 City Indemnification: The City shall defend, indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any act or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.
- 10.3 Concurrent Negligence: The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- 10.4 Waiver: The City and the County agree that their obligations under this section extend to any claim, any demand and any cause of action brought by, or on behalf of, any of their employees or agents. For this purpose, the Parties hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW to the extent necessary to provide indemnification as required under this Agreement.
- 10.5 Limitation of City's Liability: Except as arising out of the City's role in acts as a governmental regulating and permitting authority, the City's review or approval of the County's plans or specifications, the City's inspection of work, and the City's coordination with the County relating to the Project are for the City's sole benefit and shall not be construed as an opinion or representation by the City to the County regarding the Project's compliance with any law, ordinance, rule, or regulation, nor shall it be an opinion or representation regarding the adequacy of the design or construction of the Project other than for the City's own purposes. The City's review, approval, inspection and coordination with the County shall not create or form the basis of any liability on the part of the City or any of its officials, officers, employees, or agents.



- 10.6 The obligations described in Sections 10.1 through 10.5 shall survive the expiration of this Agreement.
- 10.7 Insurance: The County shall require in writing that the County's contractors on the Project include the City of Seattle as an additional insured for primary and non-contributory limits of liability for Commercial General Liability, Commercial Automobile Liability, and Completed Operations coverage following the completion of the Project. Prior to commencing construction, the County shall provide the City with an Acord certificate or other reasonably acceptable evidence demonstrating the City's additional insured status under the contractor's insurance policies as required by this Section 10.7.

## 11. VENUE

This Agreement shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the County and City shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of King, State of Washington.

## 12. OTHER PROVISIONS

- 12.1 Severability: A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Agreement, which shall remain in full force and effect.
- 12.2 Interpretation: The captions of the Sections or Paragraphs of this Agreement are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.
- 12.3 Waivers: All waivers shall be in writing and signed by the waiving Party. Either Party's failure to enforce any provision of this Agreement shall not be construed as a waiver and shall not prevent either Party from enforcing that provision or any other provision of this Agreement in the future.
- 12.4 Force Majeure: If either Party cannot perform any of its obligations due to events beyond its reasonable control (other than the payment of money), the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions and weather conditions.
- 12.5 Joint Drafting Effort: This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- 12.6 Third Party Beneficiaries: Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall be effective upon the date of recording.

CITY OF SEATTLE

King County

\_\_\_\_\_  
Peter Hahn, Director  
Seattle Department of Transportation

\_\_\_\_\_  
Harold S. Taniguchi, Director  
King County Department of Transportation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

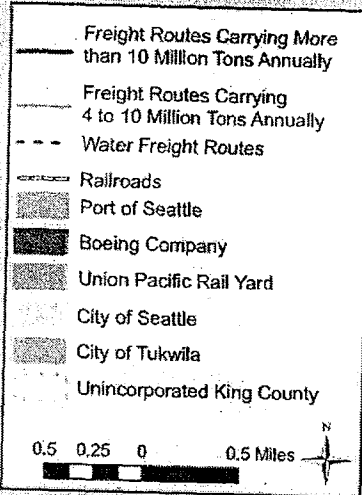
\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

ATTEST:

Exhibit A - Vicinity Map

**Freight Delays Hurt the U.S. Economy**

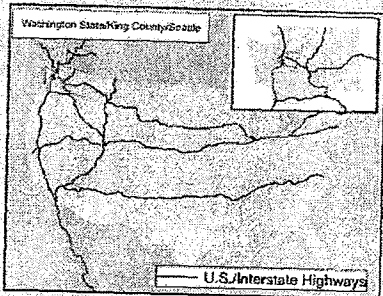


Trucks crossing the South Park Bridge carried up to 10 million tons of cargo each year.

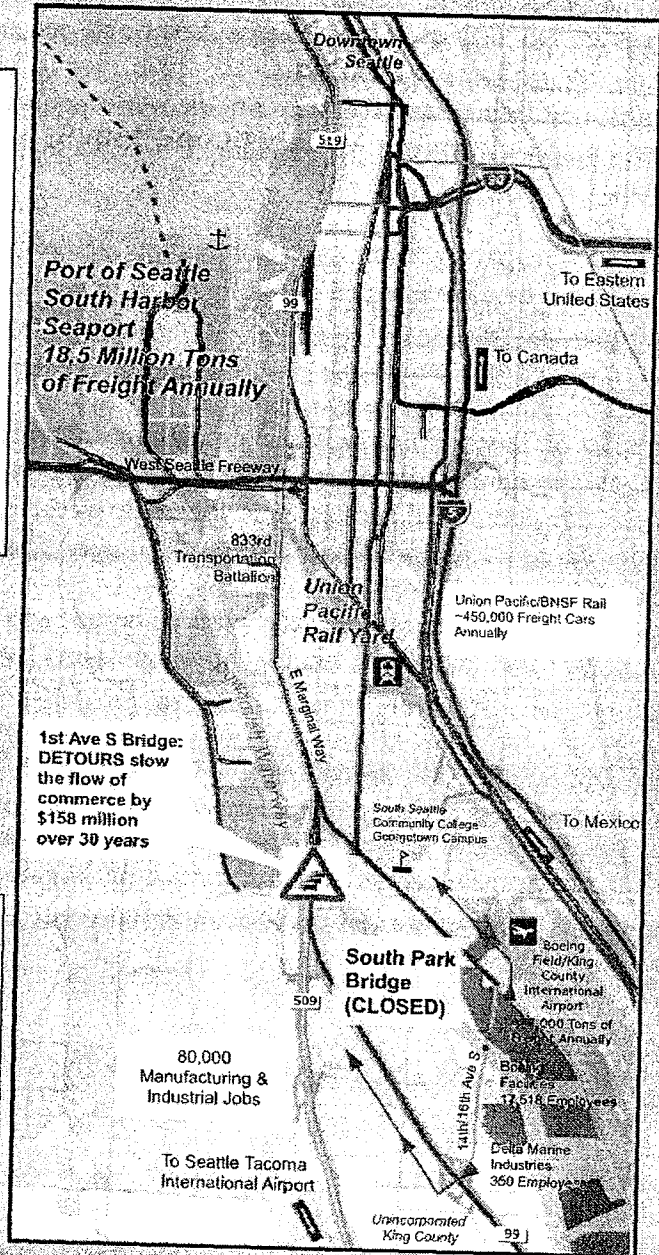
Traffic now diverts to surrounding routes already carrying over 10 million tons of cargo each year.

Up to 20,000 more cars and trucks must use the 1st Avenue South Bridge waterway crossing every day.

Freight delays on the 1st Avenue South Bridge will surpass \$4 million in 2011 and grow to almost \$50 million by 2040.



Washington is the most trade-dependent state in the U.S. More congestion in the Seattle manufacturing area will slow freight delivery nationwide.



### **Exhibit B – Definition of Beneficial Use and Final Acceptance**

Definition of “Beneficial Use” per the Project Specifications:

Beneficial Use Date is the day the Engineer determines that: (1) two-way vehicular traffic (minimum one unobstructed lane in each direction), pedestrian and bicycle traffic can be routed onto the bridge and approaches; (2) the bridge is fully operational and open to marine traffic utilizing the new and permanent mechanical and electrical systems; and (3) the Contractor has provided the County a certificate of final electrical inspection and acceptance.

Definition of “Final Acceptance” per the Project Specifications:

The Contractor must perform all the obligations under the contract before a completion date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the contract shall not bar King County from unilaterally accepting the contract as provided in Section 1-09.9.

The Director of Transportation, or a duly authorized assistant, accepts the completed contract and the items of work shown in the Comparison of Quantities by signature of the Notice of Completion and Acceptance. The date of that signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of any work under the contract.

The Contractor agrees that Final Acceptance shall not relieve the Contractor of the responsibility to indemnify, defend and protect King County against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower-tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons or any other person who provides labor, supplies or provisions for carrying out the work. Final Acceptance shall not constitute acceptance of any unauthorized or defective work or material. King County shall not be barred from requiring the Contractor to remove, replace, repair or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

**EXHIBIT C - Opinion of Probable Bid Price**

Project:	South Park Bridge Replacement #3179 - Final Design - Revision 3		
For:	King County		
Design Stage:	Final		
Deliverable:	Opinion of Probable Bid Price		
Cost Index Date:	Nov. 2010: - Escalated to Mid-point of Construction (April 2012) @3.5%		
<b>CATEGORY</b>	<b>DETAILS</b>	<b>EST. COST</b>	<b>% Total \$</b>
<b>PREPARATION</b>		\$ 25,112,356	23.3%
MOBILIZATION	\$ 6,327,600		
WORK ACCESS - TEMPORARY TRESTLE	\$ 6,190,870		
REMOVING EXISTING BRIDGE	\$ 2,213,530		
HAZARDOUS MATERIAL HANDLING AND DISPOSAL	\$ 1,088,292		
CONTAMINATED MATERIAL HANDLING AND DISPOSAL	\$ 2,598,198		
ADDITIONAL HAZARDOUS AND CONTAMINATED HANDLING	\$ 100,000		
TIME RELATED OVERHEAD	\$ 5,878,787		
OTHER	\$ 715,081		
<b>GRADING</b>		\$ 919,230	0.9%
SELECT BORROW INCL. HAUL	\$ 415,984		
OTHER	\$ 503,245		
<b>DRAINAGE</b>		\$ 868,990	0.8%
<b>STORM SEWER</b>		\$ 497,330	0.5%
<b>SANITARY SEWER</b>		\$ 132,416	0.1%
<b>STRUCTURE</b>		\$ 74,417,843	69.0%
EARTHQUAKE DRAINS SYSTEM	\$ 1,259,160		
STRUCTURAL EARTH WALL	\$ 738,447		
SUPERSTRUCTURE - SOUTH APPROACH SPAN	\$ 2,385,583		
SUPERSTRUCTURE - NORTH APPROACH SPAN	\$ 2,385,583		
FURNISHING ST. PILING	\$ 1,856,442		
SPECIAL EXCAVATION	\$ 796,102		
EXCAVATION FOR CAISSON	\$ 9,283,234		
STR. CARBON ST. - CAISSON CUTTING EDGE	\$ 1,433,784		
EPOXY-COATED ST. REINF. BAR FOR CAISSON	\$ 2,263,458		
ST. REINF. BAR FOR CAISSON	\$ 1,796,024		
CONC. CLASS 4000W	\$ 1,367,762		
CONC. CLASS 4000WT	\$ 1,490,284		
CONC. CLASS 4000MP	\$ 5,196,133		
SUBMARINE CONDUIT SYSTEM	\$ 1,364,090		
SUPERSTRUCTURE - BASCULE PIER	\$ 3,147,900		
SUPERSTRUCTURE - BASCULE SPAN	\$ 16,788,799		
DRIVE MACHINERY	\$ 7,450,029		
BRIDGE ELECTRICAL SYSTEM	\$ 4,197,200		
OTHER	\$ 9,217,828		
<b>SURFACING</b>		\$ 165,602	0.2%
<b>CEMENT CONCRETE PAVEMENT</b>		\$ 964,438	0.9%
<b>HOT MIX ASPHALT</b>		\$ 102,944	0.1%
<b>EROSION CONTROL AND PLANTING</b>		\$ 1,845,446	1.7%
<b>TRAFFIC</b>		\$ 875,721	0.8%
<b>OTHER</b>		\$ 1,932,552	1.8%
	HNTB's Opinion of Probable Bid Price:	\$ 107,834,867	
<b>Reported Final Design Probable Construction Cost:</b>		<b>\$ 107,835,000</b>	
<b>Construction Management and Administration:</b>		<b>\$ 18,112,000</b>	
<b>Others (Utility Relocation and Art Elements):</b>		<b>\$ 1,164,142</b>	
<b>Contingency @ 10%:</b>		<b>\$ 10,783,500</b>	
<b>TOTAL CONSTRUCTION COST:</b>		<b>\$ 137,894,642</b>	

Note: Excludes cost of pedestrian railing fabrication.





**KING COUNTY**  
**Signature Report**

**February 28, 2011**

**Ordinance**

**Proposed No. 2011-0113.1**

**Sponsors McDermott**

1           AN ORDINANCE authorizing the King County executive  
2           to execute an interlocal agreement with the Port of Seattle  
3           for the port's contribution to the construction of a new  
4           South Park Bridge.

5           STATEMENT OF FACTS:

- 6           1. The South Park Bridge has provided access within the Duwamish
- 7           manufacturing and industrial area for general purposes and freight traffic
- 8           for the past eighty-one years.
- 9           2. The South Park Bridge came to the end of its useful life and was closed
- 10          to the public on June 30, 2010.
- 11          3. Traffic diverted from the South Park Bridge was forced onto alternative
- 12          routes, adding traffic congestion to other corridors including the First
- 13          Avenue South Bridge, West Marginal Way and Interstate 5, which are all
- 14          routes for freight passing through port facilities.
- 15          4. The South Park Bridge is located on 14th/16th Avenue South across the
- 16          Duwamish river. The south half of the bridge is located in King County.
- 17          The county is responsible for the operation and maintenance of all county
- 18          roads, bridges and rights-of-way located within the county.

19           5. The north half of the bridge is located in the city of Tukwila. The  
20           county and the city of Tukwila previously entered into an agreement,  
21           executed January 3, 2003, in which the city of Tukwila granted the county  
22           authority to make any decisions related to the operation, maintenance and  
23           management of the bridge to the same extent as if the entire bridge were  
24           part of the county road system.

25           6. King County has been awarded funding for a replacement bridge,  
26           including grant funds and funds from a broad group of partners.

27           7. The South Park Bridge served a neighborhood with a high percentage  
28           of low-income residents and businesses that are reliant on the access  
29           provided by the bridge.

30           8. The port desires to support the residents and businesses in communities  
31           as a good neighbor. The county's South Park Bridge replacement project  
32           ("the project") provides a clear benefit to the port and the industrial areas  
33           of the Duwamish Manufacturing/Industrial Center, as designated by the  
34           Puget Sound Regional Council, by reducing traffic congestion in and  
35           around port facilities on the Seattle waterfront.

36           9. The port and other agencies within King County and the state have  
37           developed and signed funding agreements for freight infrastructure  
38           improvements, including State Route 519, the Spokane Street Viaduct, and  
39           the East Marginal Way Grade Separation, the West Seattle Bridge, the  
40           West Galer Street Flyover and other FAST Corridor projects, that provide  
41           freight mobility benefits for the region.



42 10. The port supported the county's successful application for a \$34  
43 million Transportation Investment Generating Economic Recovery  
44 (TIGER II) grant.

45 11. The project will improve overall traffic congestion, especially for  
46 adjacent Duwamish River bridges such as the First Avenue South Bridge.  
47 This will result in \$158 million in savings to freight haulers who will not  
48 suffer from more congestion on the First Avenue South Bridge and \$157  
49 million in travel time savings for users of the new South Park Bridge over  
50 thirty years.

51 12. The project will support both existing and new jobs in the Duwamish  
52 Manufacturing/Industrial Center and will create \$80 million in short-term  
53 construction jobs. In addition, the project will improve safety for drivers,  
54 bicyclists and pedestrians while providing benefits to air quality and  
55 waterway restoration. The project will provide direct access to industrial  
56 locations in the Duwamish Manufacturing/Industrial Center while  
57 providing traffic congestion relief at adjacent river crossings.

58 13. On June 22, 2010, the Port Commission discussed and supported the  
59 general intent to commit \$5 million to the project.

60 14. On July 7, 2010, the port commission approved aquatic and temporary  
61 construction easements to King County with a value of \$534,000, which  
62 would be deducted from the \$5 million total funding commitment to the  
63 county's South Park Bridge. An additional \$180,000 for a restoration

64           easement will be deducted from the \$5 million total funding commitment  
65           to the county's South Park Bridge.

66           15. Chapter 39.34 RCW authorizes the county and the port to enter into  
67           an interlocal cooperation agreement such as Attachment A to this  
68           ordinance.

69           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

70           SECTION 1. The King County executive is authorized to execute an interlocal

71 agreement with the Port of Seattle, substantially in the form of Attachment A to this  
72 ordinance.  
73

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Larry Gossett, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Interlocal Agreement Between Port of Seattle and King County



## INTERLOCAL AGREEMENT BETWEEN PORT OF SEATTLE AND KING COUNTY

This Interlocal Agreement (the "Agreement") is made and entered into by the Port of Seattle, a municipal corporation of the State of Washington, hereinafter called the "Port", and King County, a political subdivision of the State of Washington, hereinafter called the "County". As used in this Agreement, "Project" means the replacement of the now closed 81-year old South Park Bridge with a two-leaf bascule bridge spanning the Duwamish River. The Port and the County are also referred to in this Agreement collectively as "the Parties", and individually as a "Party."

### RECITALS

**WHEREAS**, the South Park Bridge has provided access within the Duwamish industrial area for general purpose and freight traffic for the past 81-years; and

**WHEREAS**, the South Park Bridge came to the end of its useful life and was closed to the public on June 30, 2010; and

**WHEREAS**, diverted traffic from the South Park Bridge, which was forced to find alternative routes, added traffic congestion to other corridors, including the First Avenue South Bridge, West Marginal Way and I-5, which are all routes for freight passing through Port facilities; and

**WHEREAS**, the South Park Bridge is located on 14th/16th Avenue South across the Duwamish River. (See Exhibit A – Vicinity Map, attached.) The south half of the Bridge is located in the County. The County is responsible for the operation and maintenance of all County roads, bridges and rights-of-way located within the County; and

**WHEREAS**, the north half of the Bridge is located in the City of Tukwila. The County and the City of Tukwila have previously entered into an agreement, executed January 3, 2003, in which the City of Tukwila granted the County authority to make any decisions related to the operation, maintenance and management of the Bridge to the same extent as if the entire Bridge were part of the County road system; and

**WHEREAS**, the County has been awarded funding for a replacement bridge, including grant funds and funds from a broad group of partners; and

**WHEREAS**, the South Park Bridge served a neighborhood with a high percentage of low-income residents and businesses that are reliant on the access provided by the bridge; and

**WHEREAS**, the Port seeks opportunities to support the residents and businesses in communities as a good neighbor; and

**WHEREAS**, the bridge replacement provides a clear benefit to the Port and the industrial areas of the Duwamish Manufacturing-Industrial Center (as designated by the Puget Sound Regional Council), by reducing traffic congestion in and around Port facilities on the Seattle waterfront; and

**WHEREAS**, the Port and other agencies within King County and the state have developed and signed funding agreements for freight infrastructure improvements, including SR 519, the Spokane Street Viaduct, the East Marginal Way Grade Separation, the West Seattle Bridge, the West Galer Street Flyover and other FAST Corridor projects, that provide freight mobility benefits for the region; and

**WHEREAS**, the Port supported the County's successful application for a \$34,000,000 Transportation Investment Generating Economic Recovery (TIGER II) grant; and

**WHEREAS**, the Project will improve overall traffic congestion, especially for adjacent Duwamish River bridges, including the First Avenue South Bridge, resulting in \$158 million in savings to freight haulers who will not suffer from more congestion on the First Avenue South Bridge and \$157 million in travel time savings for users of the new South Park Bridge, over 30 years; and

**WHEREAS**, the Project will support both existing and new jobs in the Duwamish Manufacturing-Industrial Center and will create \$80 million in short-term construction jobs; and

**WHEREAS**, the Project will improve safety for drivers, bicyclists and pedestrians, while providing benefits to air quality and waterway restoration; and

**WHEREAS**, the Project will provide direct access to industrial locations in the Duwamish Manufacturing-Industrial Center while providing traffic congestion relief at adjacent river crossings; and

**WHEREAS**, the Port Commission on June 22, 2010, discussed and supported the general intent to commit \$5,000,000 to the project; and

**WHEREAS**, the Port Commission on July 7, 2010, approved aquatic and temporary construction easements to King County with a value of \$534,000 which would be deducted from the \$5,000,000 total funding commitment to King County's South Park Bridge; and,

**WHEREAS**, an additional \$180,000 for a restoration easement will be deducted from the \$5,000,000 total funding commitment to King County's South Park Bridge; and,

**WHEREAS**, the Parties are authorized by RCW Chapter 39.34 to enter into an interlocal cooperation agreement of this nature

NOW, THEREFORE, the Parties agree as follows:

## 1. SCOPE OF WORK

- 1.1. Project Title: The South Park Bridge Replacement.
- 1.2. Description: The Project involves the replacement of the 81-year-old South Park Bridge with a two-leaf bascule bridge spanning the Duwamish River, including separated sidewalks and dedicated bicycle lanes in both directions, as well as travel lanes wider than in the old bridge, providing the same or higher capacity for automobile and truck traffic as the old bridge prior to closure. The construction cost of the project is currently estimated to be \$137,894,642 by the County.
- 1.3. Schedule: Portions of the existing bridge were removed in late 2010. The Project was advertised for construction bids on January 11, 2011 with construction expected to begin by May 2011 with Final Acceptance expected at the beginning of 2014.

## 2. TERMS AND CONDITIONS

- 2.1. Implementing Agency: As the implementing agency the County shall ensure Project compliance with the State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA), and shall be responsible for obtaining all necessary permits and/or agreements. The County shall be responsible for accomplishing all aspects of the Project scope.
- 2.2. Contact Persons: The Parties to this Agreement shall designate person(s) to act as liaison for the Project. The contact persons shall meet on a mutually agreed upon, scheduled basis at a frequency appropriate to the phase and status of the Project.

- 2.3. Schedule/Scope: The scope and schedule for the Project has been mutually agreed upon by the Federal Highways Administration (FHWA), the Washington State Department of Transportation (WSDOT) and other funding partners. Construction change orders that do not change Project functionality and benefits to the Port, or the overall scope or general schedule of the Project will not require coordination or documentation with the Port. Any changes to the functionality of the Project and benefits to the Port, as described in Section 1.2., and further illustrated by the description of Project benefits, and the Project plan as provided in Exhibits B and C shall require coordination with the Port. (See Exhibit B - Project Benefits and Exhibit C – Typical Cross Section and Project Plan, attached.) The Port's funding is contingent on the bridge being constructed as described in Section 1.2.
- 2.4. Progress Report: The County shall provide the Port with a copy of the WSDOT/FHWA approved project schedule, and final engineer's estimate that includes contract bid items or summary of values. At the time application for payment is made, the County shall provide to the Port a progress report. The progress report will include a narrative describing the project progress since the last report, an updated project construction schedule showing the current progress and percent completion of the major work elements, and a tabulation of the construction progress payments made so that 50% of the project completion can be determined.
- 2.5. Public Involvement: The County shall be responsible for the public involvement and/or community outreach process for the Project. The County shall develop a Community Outreach Plan for the Project with the Port and other stakeholders in the Project.

### 3. COST REIMBURSEMENT AND FUNDING

The Port Commission authorizes the execution of the Agreement and agrees to contribute Five-Million Dollars (\$5,000,000) in total for the South Park Bridge Replacement subject to the following conditions:

1. All environmental review and permitting has been successfully completed, documented and not subject to any appeal or legal challenge;
2. The Port and County continue to work together to ensure that the Project developments during construction meet the needs of both Parties including, but not limited to, construction staging and local freight circulation;
3. The Project is constructed as described in Section 1.2;
4. The Port's total contribution is Five Million Dollars (\$5,000,000) which includes the aquatic and temporary construction easements currently valued at Five-Hundred Thirty-Four Thousand Dollars (\$534,000), and includes the restoration easement valued at One-Hundred Eighty Thousand Dollars (\$180,000). The Port's cash payment is the remaining Four Million, Two-Hundred and Eighty-Six Thousand Dollars (\$4,286,000) toward the Project's construction costs.
5. Total construction cost is currently estimated to be One-Hundred Thirty-Seven Million, Eight Hundred Ninety-Four Thousand, Six Hundred and Forty-Two Dollars (\$137,894,642). (See Exhibit D, Summary Estimates of Cost and Funding Shares, attached.) The Port shall make two payments as follows:
  - a. The first payment of Two Million, One Hundred and Forty Three Thousand Dollars (\$2,143,000) shall occur after the County has made progress payments totaling at least 50% of the total project cost for completed construction. (This is expected in 2012).
  - b. The second and final payment of Two Million, One Hundred and Forty-Three Thousand Dollars (\$2,143,000) shall occur upon receipt of the final progress report and a letter from the County Construction Contract Project Engineer certifying the Project has reached Final Acceptance (see Exhibit E for definition). (This is expected in 2013). The second and final payment may be subject to a reduction based on Section 3.7 of this agreement.
6. The County shall certify the project has reached Final Acceptance by sending the Port a copy of the letter from the County Road Engineer to the Contractor acknowledging such. Upon receipt of

the letter, the Port reserves the right to request an inspection of the Project, to confirm the project improvements, as defined in Section 1, Scope of Work, are in place and fully operational.

7. The Port's second and final payment will be based on total construction costs estimated at the time of Final Acceptance. Any cost savings difference between the current estimated construction cost and the final costs will be distributed as follows: the County will first refund any savings to the Freight Mobility Strategic Investment Board (FMSIB) up to its total contribution of Five Million Dollars (\$5,000,000). If there are cost savings in excess of Five Million Dollars (\$5,000,000), the County will apportion the total savings amount between the Port of Seattle and the City of Seattle to reflect their respective proportional investments up to the full amount of their respective contributions (up to Five Million Dollars (\$5,000,000) to the Port of Seattle and up to Fifteen Million Dollars (\$15,000,000) to the City of Seattle.)

#### **4. AMENDMENT**

Either Party may request changes to the provisions contained in this Agreement. Any change to this Agreement must be mutually agreed to by both Parties, in writing and executed with the same formalities as the original Agreement.

#### **5. NOTIFICATION**

Any notice required or permitted to be given pursuant to this 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 this Agreement:

To the County:                    King County, DOT, Road Services  
   201 S Jackson Street  
   KSC TR 0317  
   Seattle, WA 98104

To the Port:                        Port of Seattle  
   2711 Alaskan Way  
   Seattle, WA 98121

#### **6. RECORDS RETENTION AND AUDIT**

During the progress of the work on the Project and for a period not less than three (3) years from the date of final payment by the Port to the County, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit by the Port and the County shall provide the Port with copies of all records, accounts, documents, or other data pertaining to the Project upon the Port's request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit findings have been resolved, even though such litigation, claim, or audit continues past the typical three year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

#### **7. DISPUTES**

The designated representatives under section 5.0. NOTIFICATION, shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then the responsible Project directors for each Party shall review the matter and attempt to resolve it. If the Project directors are unable to resolve the dispute, the matter shall be reviewed by the department director or chief executive 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.



## 8. EFFECTIVENESS AND DURATION

This Agreement is effective upon the date of execution by both Parties and will remain in effect until Project completion, unless otherwise stated herein or unless amended or terminated.

## 9. TERMINATION

Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. If either Party decides to terminate this Agreement, the Port shall reimburse the County for all costs payable under this Agreement at the time of notice of termination and all non-cancelable obligations that the County incurred prior to receiving the Port's notice of its intent to terminate this Agreement. For the purposes of this Agreement, "non-cancelable obligations" are defined as those costs that the County is obligated to pay as of the day that either Party provides notice that it is terminating this Agreement, including the Port's percentage of the total cost of any phase of the Project that the County has commenced prior to the Port's notice of termination, whether or not such phase has reached completion.

## 10. INDEMNIFICATION AND HOLD HARMLESS

- 10.1 To the maximum extent permitted by law, the County shall protect, defend, indemnify, and hold harmless the Port, its officers, officials, employees, and agents from any and all costs, claims, demands, suits, actions, judgment, and/or awards of damages, including but not limited to reasonable attorney's fees, to the extent arising out of, or in any way resulting from, the County's own negligent acts or omissions or the negligent acts or omissions of the County's agents and contractors.
- 10.2 The County agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County hereby waives, with respect to the Port only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW to the extent necessary to provide indemnification as required under this Agreement.
- 10.3 The indemnification, hold harmless, and/or waiver obligation described in this Agreement in paragraphs 10.1 and 10.2 shall survive the termination of this Agreement.

## 11. VENUE

This Agreement shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the County and Port shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of King, State of Washington.

## 12. OTHER PROVISIONS

**12.1 Severability.** A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Agreement, which shall remain in full force and effect.

**12.2 Interpretation.** The captions of the Sections or Paragraphs of this Agreement are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

**12.3 Waivers.** All waivers shall be in writing and signed by the waiving Party. Either Party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either Party from enforcing that provision or any other provision of this Agreement in the future.

**12.4 Force Majeure.** If either Party cannot perform any of its obligations due to events beyond its reasonable control (other than the payment of money), the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions and weather conditions.

**12.5 Joint Drafting Effort.** This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

**12.6 Third Party Beneficiaries.** Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Port and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Port and the County and not for the benefit of any other party.

**12.7 Authority.** Each individual executing this Agreement on behalf of the Port or the County represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Port or the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall be effective upon the date of recording.

PORT OF SEATTLE

King County

\_\_\_\_\_  
Tay Yoshitani, Chief Executive Officer

\_\_\_\_\_  
Harold S. Taniguchi, Director  
King County Department of Transportation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Exhibit A - Vicinity Map

**Freight Delays Hurt the U.S. Economy**

— Freight Routes Carrying More than 10 Million Tons Annually  
 - - - Freight Routes Carrying 4 to 10 Million Tons Annually  
 - - - Water Freight Routes  
 [Symbol] Railroads  
 [Symbol] Port of Seattle  
 [Symbol] Boeing Company  
 [Symbol] Union Pacific Rail Yard  
 [Symbol] City of Seattle  
 [Symbol] City of Tukwila  
 [Symbol] Unincorporated King County

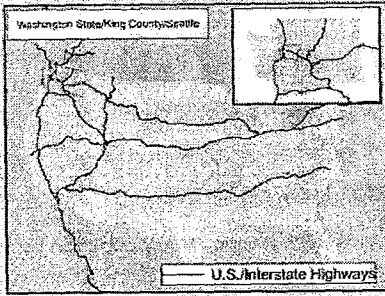
0.5 0.25 0 0.5 Miles

Trucks crossing the South Park Bridge carried up to 10 million tons of cargo each year.

Traffic now diverts to surrounding routes already carrying over 10 million tons of cargo each year.

Up to 20,000 more cars and trucks must use the 1st Avenue South Bridge waterway crossing every day.

Freight delays on the 1st Avenue South Bridge will surpass \$4 million in 2011 and grow to almost \$50 million by 2040.



Washington is the most trade-dependent state in the U.S. More congestion in the Seattle manufacturing area will slow freight delivery nationwide.

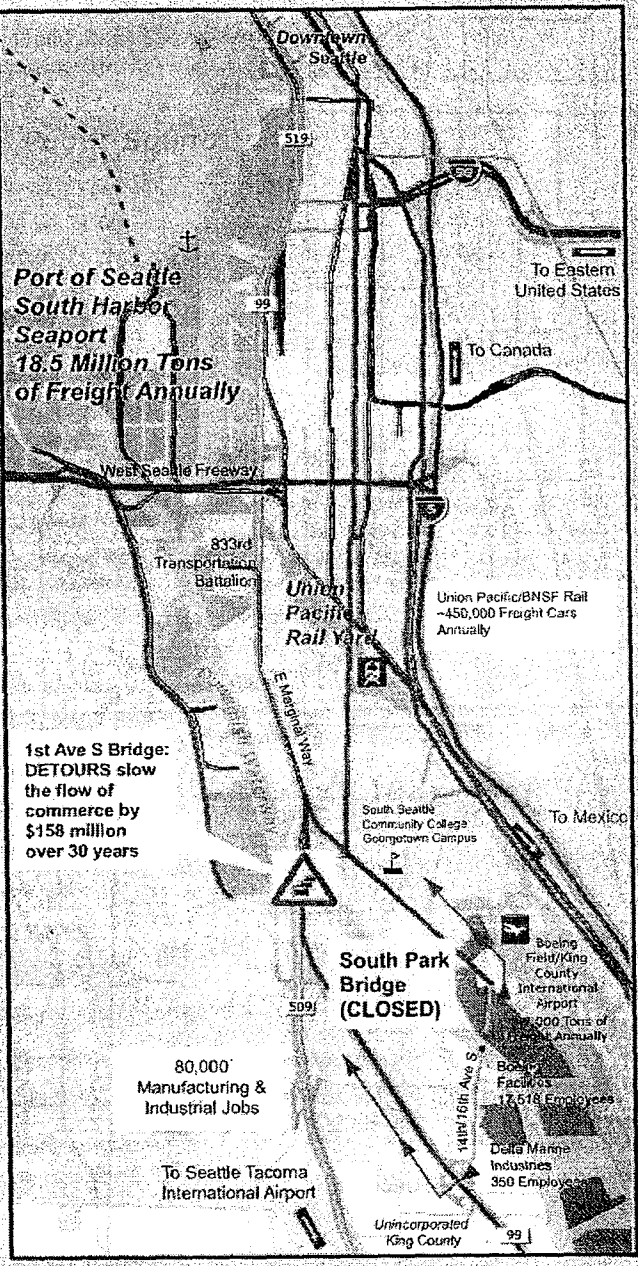


EXHIBIT B - PROJECT BENEFITS



South Park Bridge open house held April 27 at the Machinists Hall. Citizens viewed displays, learned about plans, and expressed concerns to public officials prior to the bridge closing on June 30, 2010.

Ned Ahrens, King County

Summary of Benefits

A new South Park Bridge would benefit many users. Its replacement will serve as the cornerstone for future community development and environmental restoration efforts in the South Park neighborhood and the Duwamish Waterway. Without a bridge, this neighborhood will become an island—its residents cut off from human services, its properties financially stunted from appreciating, and the flow of commerce hampered by detours, congestion, and delays.

A new South Park Bridge will benefit our nation, the Pacific Northwest, and bridge users in different ways by providing:

- ✔ \$157 million in travel time savings for users of the new South Park Bridge.
- ✔ \$158 million in savings to freight haulers (making the import and export of goods less expensive and more competitive in the world market) who will not suffer from more congestion on the 1st Avenue South Bridge.
- ✔ \$1.8 million in additional savings from 1st Avenue South Bridge openings for freight haulers waiting for a more heavily congested bridge to open.
- ✔ Keep 420 tons of additional greenhouse gases from being released, worth \$3.7 million, due to detours and congestion.
- ✔ \$80 million in short-term job salary creation, as construction funding multiplies itself into businesses hiring more people.

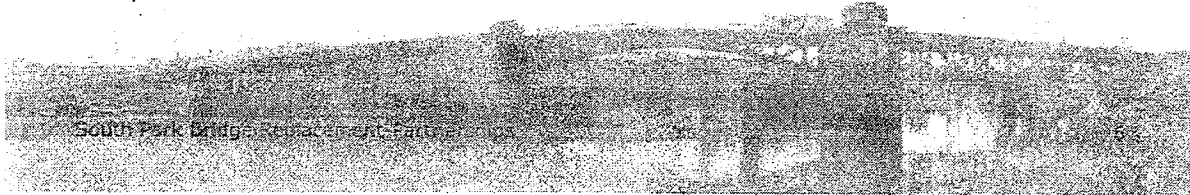
- ✔ \$1.5 billion in potential long-term job, salary creation when new businesses build and hire new employees working in aerospace, bio-tech, international trade, and software development.

Other, more difficult to quantify, benefits will come from a new South Park Bridge such as:

- ✔ Fewer accidents due to less congestion on the 1st Avenue South Bridge.
- ✔ Travel time savings for emergency aid vehicles responding to police and medical emergencies.
- ✔ Safer travel lanes for bicyclists and pedestrians, which will encourage additional use.
- ✔ Benefits of nearshore Duwamish restoration efforts to the ecosystem of the waterway, as a catalyst for other projects, and as part of the overall Environmental Protection Agency Duwamish clean up effort.
- ✔ Shorter travel times for disposal of hazardous waste sediments removed as part of Superfund clean up efforts.

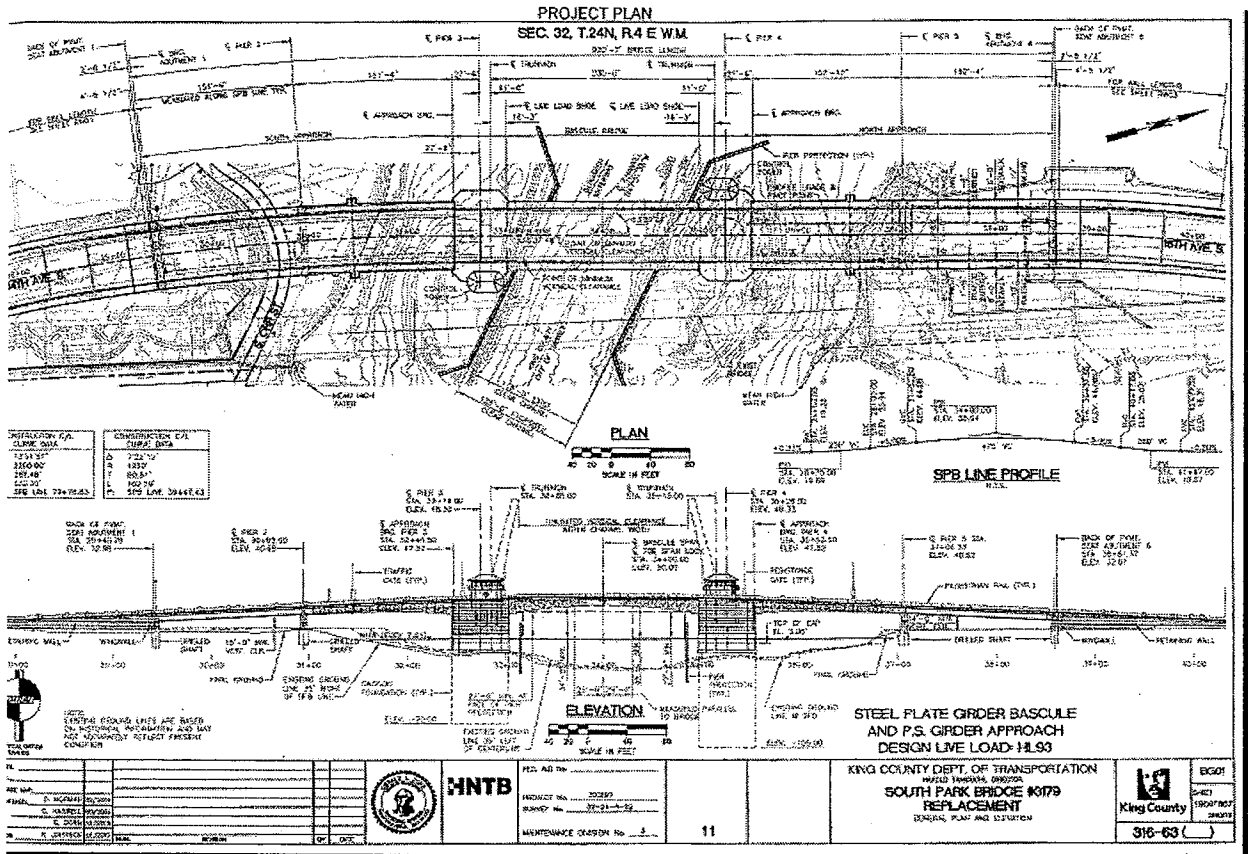
*"To the pioneers of South Park, the new bridge does not represent the culmination of years of effort to secure a satisfactory and permanent structure across the river, nor does it signify the beginning of an unprecedented boom period. Rather it marks a step along the roads of progress, many of which they have had the pleasure to witness."*

From the South Park Bridge Dedication Ceremony, March 21, 1931  
Walthev, Margaret, ed. 1949. The Duwamish Diary, 1849-1949. Seattle, WA: Cleveland High School.



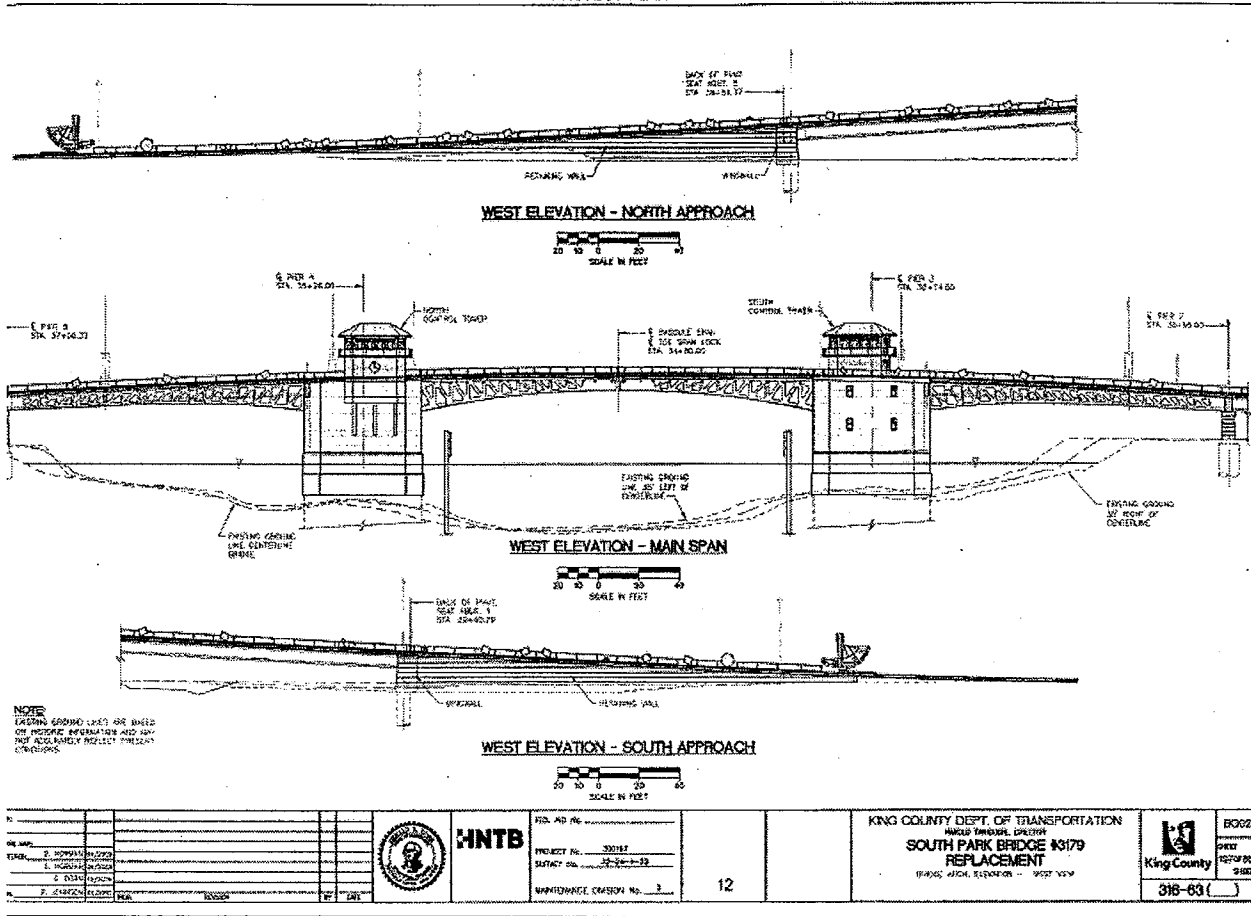
South Park Bridge replacement, future view

**EXHIBIT C: Project Plan and Cross Section**



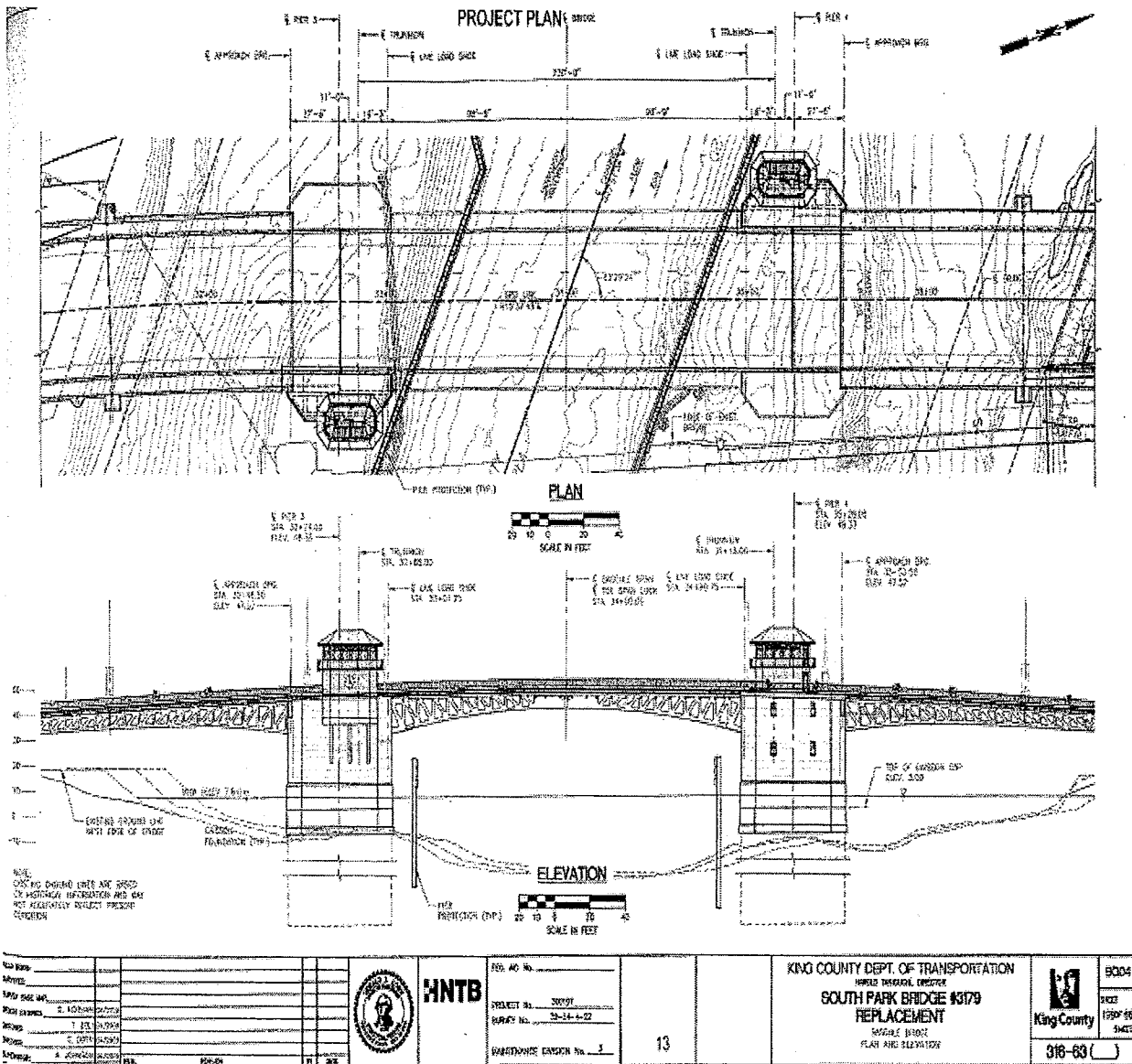
**EXHIBIT C - Project Plan and Cross Section**

**PROJECT PLAN**

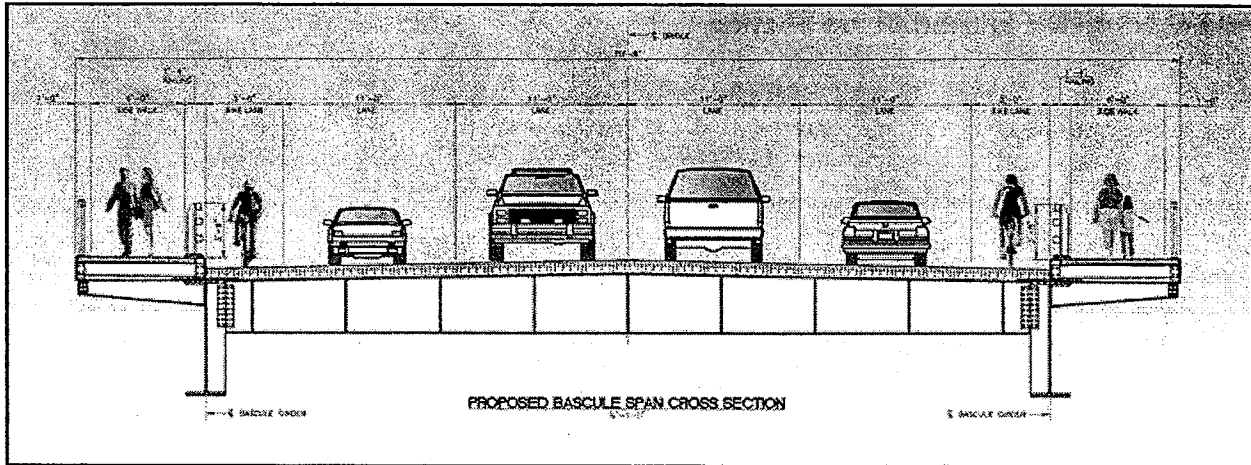


		KING COUNTY DEPT. OF TRANSPORTATION HAROLD THOMPSON, DIRECTOR <b>SOUTH PARK BRIDGE #3179 REPLACEMENT</b> (WAS: WEST ELEVATION - WEST VIEW)	KING COUNTY 318-631
PROJECT NO. 300187 CONTRACT NO. 27-20-1-22 APPROPRIATION CATEGORY NO. 3	12	KING COUNTY DEPT. OF TRANSPORTATION HAROLD THOMPSON, DIRECTOR <b>SOUTH PARK BRIDGE #3179 REPLACEMENT</b> (WAS: WEST ELEVATION - WEST VIEW)	KING COUNTY 318-631

**EXHIBIT C - Project Plan and Cross Section**



**EXHIBIT C: Project Plan and Cross Section**





**EXHIBIT D: Summary Estimates of  
COST  
and  
FUNDING SHARES**

**SUMMARY ESTIMATE OF CONSTRUCTION COST (\$ in thousands):**

Estimated Probable Contract Cost	\$107,835,000
Utilities Relocation and Art Elements	1,164,142
Contingency (10%)	10,783,500
Construction Mgmt. and Administration (15%)	18,112,000
<b>Total:</b>	<b>\$137,894,642</b>

**SUMMARY ESTIMATE OF CONSTRUCTION FUNDING SHARES (\$ in thousands):**

Federal – U.S. DOT (TIGER II)	\$34,000,000
State – WSDOT (Federal Bridge Funds)	20,000,000
State - Transportation Improvement Board	10,000,000
State - Freight Mobility Strategic Investment Board	5,000,000
Municipal Planning Organization - Puget Sound Regional Council	15,000,000
Local – King County	30,000,000
Local - City of Seattle	15,000,000
Local - <b>Port of Seattle</b>	<b>5,000,000</b>
<b>Total:</b>	<b>\$134,000,000</b>

**Exhibit E:  
Definition of Final Acceptance**

Definition of "Final Acceptance" per the Project Specifications:

The Contractor must perform all the obligations under the contract before a completion date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the contract shall not bar King County from unilaterally accepting the contract as provided in Section 1-09.9.

The Director of Transportation, or a duly authorized assistant, accepts the completed contract and the items of work shown in the Comparison of Quantities by signature of the Notice of Completion and Acceptance. The date of that signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of any work under the contract.

The Contractor agrees that Final Acceptance shall not relieve the Contractor of the responsibility to indemnify, defend and protect King County against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower-tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons or any other person who provides labor, supplies or provisions for carrying out the work. Final Acceptance shall not constitute acceptance of any unauthorized or defective work or material. King County shall not be barred from requiring the Contractor to remove, replace, repair or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

February 25, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Gossett:

Enclosed are three ordinances related to the financing and construction of a new South Park Bridge. This transmittal responds to an expenditure restriction contained in Ordinance 17000, Section 9, ER1 which amended the 2010-2011 Roads Services biennial budget as enacted in Ordinance 16717, Section 137.

*For CIP project 300197, South Park Bridge, \$29,900,000 may not be expended or encumbered until the executive transmits an update of the South Park Bridge funding plan, including executed legally binding commitments for all funds identified in the plan.*

Included in this transmittal are ordinances amending the expenditure restriction and authorizing the King County Executive to enter into Interlocal Agreements with the City of Seattle and the Port of Seattle that commit their funding to the project. These agreements are the last component needed to fully commit the funding from our partners for this project. The remaining funds have been secured following the standard protocols for each source of grant money. This funding plan is consistent with the adopted Road Services Division's Capital Improvement Program and no supplemental appropriation is necessary.

The Department of Transportation (DOT) has been working with other public agencies and Boeing to secure funding to replace the bridge since well before the bridge closed on June 30, 2010. The department obtained a \$34 million Transportation Investment Generating Economic Recovery (TIGER II) grant in October 2010 for this purpose. In support of this grant request, several agencies agreed to make financial contributions to the project. In some cases, these financial contributions included in-kind contributions such as easements or rights-of-way; in other cases, the contributions included grant funding or cash commitments.

The Honorable Larry Gossett

February 25, 2011

Page 2

In the case of the Port of Seattle's financial contribution, the Port Commission agreed to commit \$5 million to the project. This contribution includes aquatic and temporary construction easements valued at \$534,000, a restoration easement valued at \$180,000, and a cash contribution of \$4,286,000. The attached interlocal agreement recently signed by the Port of Seattle outlines the details of the financial contribution and formalizes the agency's financial commitment to the construction of a new South Park Bridge.

In the case of the City of Seattle's financial contribution, the City Council agreed to commit \$15 million to the project. This commitment includes a cash contribution that will be funded from the Seattle Department of Transportation's Capital Improvement Program. The attached interlocal agreement recently signed by the City of Seattle outlines the details of the financial contribution and formalizes the agency's financial commitment to the construction of a new South Park Bridge.

The County Council's action on this legislation would allow the bridge replacement project to proceed in a timely manner. Specifically, there are key dates the department must meet to ensure the bridge is completed on schedule. The project was advertised for construction on January 11, 2011. Moving forward, it is critical that the project have sufficient budget in order to open construction bids on March 8, 2011. Sufficient budget would include an amount equal to or greater than the engineer's estimate, plus a 10 percent contingency. Accordingly, removal of the \$29.9 million expenditure restriction is necessary at this time so that it will be possible for the DOT to "open bids" and take the next steps to prepare for construction.

Award of the TIGER II grant to build a new South Park Bridge and our partnerships with the Port of Seattle, the City of Seattle, and other agencies were contingent on our ability to complete this project in a timely manner. I am committed to achieving this and request the County Council's assistance through timely action on approval of the enclosed ordinances.

If you have any questions regarding these ordinances, please contact Paulette Norman, P.E., Interim Division Director of the Road Services Division, at 206-296-6590.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Chief of Staff  
          Anne Noris, Clerk of the Council  
          Dwight Dively, Director, Office of Performance, Strategy and Budget

The Honorable Larry Gossett  
February 25, 2011  
Page 3

Harold S. Taniguchi, Director, Department of Transportation (DOT)  
Paulette Norman, P.E., Interim Division Director and County Road Engineer, Road  
Services Division (RSD), DOT  
Doug Hodson, Acting Deputy Division Director, RSD, DOT  
Jay Osborne, Manager, Office of Strategic Asset Management, Monitoring and  
Reporting, RSD, DOT





**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

August 13, 2010

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

Ms. Linda Dougherty  
Manager, Road Services Division  
King County Dept. of Transportation  
201 South Jackson Street, Room 313  
Seattle, Washington 98104-3854

**South Park Bridge Replacement  
Federal Bridge Program**

Dear Ms. Dougherty:

WSDOT Highways & Local Programs is pleased to advise you that the following project is selected to receive funding through the Federal Bridge program. The federal funding is limited as follows:

Bridge Title	Structure No.	Federal Funds
South Park Bridge	08433700	\$20,000,000

These federal funds require a 20 percent local match. Bridge approach costs are limited to no more than 15 percent. Please review the Local Agency Guidelines (LAG) manual Section 34.55 for bridge costs used in determining the bridge approach work percentage.

To obligate funding for the project, please refer to the LAG manual. Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP). Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP). All bridge projects need to be identified individually in the STIP. Project expenditures incurred before receiving notice from us of federal fund obligation are ineligible.

WSDOT requires a Quarterly Project Report form be completed by the end of March, June, September, and December. The online database can be found at the following website: <http://www.wsdot.wa.gov/localprograms/Programmgmt/QPR.htm>. To access the database your account name is **King Co.** and password is **KinCo784** (the password is case sensitive).

For assistance please contact Ed Conyers, Northwest Region Local Programs Engineer, at (206) 440-4734.

Sincerely,

Kathleen B. Davis

Director

Highways & Local Programs Division

KBD:dk:ac

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121  
Bob Drewel, Puget Sound Regional Council







Washington State  
Transportation Improvement Board

KC Road Svc Div 070610P10221

**TIB Members**

Commissioner Greg Parth  
Chair, Whitman County

Mayor James Irish  
Vice Chair, City of La Center

Councilmember Jeanne Burbidge  
City of Federal Way

Todd Coleman, P.E.  
Port of Vancouver

Councilmember Sam Crawford  
Whatcom County

Kathleen Davis  
WSDOT

Mark Freiburger, P.E.  
City of Sedro-Woolley

Councilmember William Gottmann, P.E.  
City of Spokane Valley

Secretary Paula Hammond, P.E.  
WSDOT

Paul Ingiosi  
Office of Financial Management

Dick McKinley  
City of Tacoma

Dave Nelson  
Grant County

Heidi Stamm  
HS Public Affairs

Harold Taniguchi  
King County Metro Transit

Steve Thomsen, P.E.  
Snohomish County

John Vodopich  
City of Bonney Lake

Jay Weber  
County Road Administration Board

Ralph Wessels, P.E.  
Bicycle Alliance of Washington

Commissioner Mike Wilson  
Grays Harbor County

June 28, 2010

Ms. Linda Dougherty  
Division Director  
King County  
201 South Jackson Street MS KSC-TR-0313  
Seattle, WA 98104-3856

Emergent Nature Project  
TIB Project Number 9-P-017(023)-1  
South Park Bridge  
S Cloverdale St to E Marginal Way

Dear Ms. Dougherty:

The Transportation Improvement Board (TIB) met on June 25, 2010 to consider King County's emergent nature project request for the South Park Bridge. The board approved the request with the following restrictions as indicated in the approved motion below:

*Motion to approve up to \$10 million for King County South Park Bridge per Emergent Nature WAC 479-05-012. Director shall obligate only those funds necessary to achieve full funding at bid award.*

We would be happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

Stevan Gorcester  
Executive Director  
P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)





KC Road Svc. Div 09/28/10 AM 10:25

STATE OF WASHINGTON

FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD

1063 Capitol Way, Rm. 201 • PO Box 40965 • Olympia, WA 98504-0965 • (360) 586-9695 • FAX (360) 586-9700

September 22, 2010

Patricia Otley,  
Chair

Karen Schmidt,  
Executive Director

Dow Constantine  
King County Executive  
King County Chinook Building  
401 5<sup>th</sup> Avenue, Suite 800  
Seattle, WA 98104

Board Members

Dear Executive Constantine:

Cliff Benson

John Creighton

Dave Edler

Terry Finn

Rebecca Francik

Dave Gossett

Paula Hammond

Steve Holtgeerts

Paul Ingiosi

Larry Paulson

Brian Ziegler

Congratulations. It is with pleasure that I inform you that your project has been selected by the Freight Mobility Strategic Investment Board in our recently completed project selection process to be included on our active project list.

Your project application was evaluated by both a technical scoring team as well as the Board's Project Selection Committee. After reviewing the application you submitted for the South Park Bridge Replacement project, the Board voted on September 17, 2010 to add your project to our active project list.

The project will be listed as #79 on the FMSIB list and has been included as follows:

Project Name	Total Project Cost	FMSIB Share
South Park Bridge Replacement	\$159,200,000	\$5,000,000

The \$5,000,000 FMSIB commitment is to be the last dollars in the construction of the project, only if needed.

Web Site  
[www.fmsib.wa.gov](http://www.fmsib.wa.gov)

The FMSIB contribution represents a .03% partnership share of the project. By statute the Board funds are required to leverage other funds to the greatest extent possible. The FMSIB funds are also committed to the project by dollar amount and project percentage. If the project cost goes up the FMSIB dollar amount will be applied. If the project cost goes down the percentage amount will be applied.

While your project has been selected as a Freight Mobility Strategic Investment Board project, the Board will need to request funding authorization from the Legislature before the state FMSIB share can be approved for construction. Since your project anticipates a construction start date in 2011, the Board will request funding authorization from the 2011 Legislature if your other funding sources are confirmed so that construction can begin on schedule.

Executive Constantine

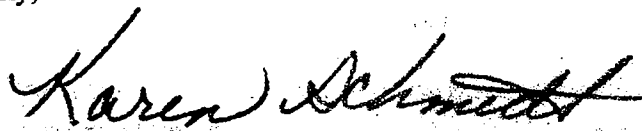
Page 2

September 22, 2010

Project costs cannot be reimbursed until the Legislature has authorized the funds through their budget and an agreement has been signed between your project, FMSIB and WSDOT who handles our fund distribution. If you have any questions, please feel free to contact me to discuss your concerns.

Thank you again for submitting your application, and congratulations on your selection. We are pleased to be able to work with you in advancing this important freight mobility project.

Cordially,

A handwritten signature in black ink, reading "Karen Schmidt". The signature is written in a cursive style with a large, sweeping initial "K".

Karen Schmidt  
Executive Director

cc: Governor Chris Gregoire  
Paula Hammond, Secretary WSDOT  
Harold Taniguchi, Director KCDOT  
Susan Oxholm, King County  
Brian Ziegler, FMSIB Project Selection Chair  
Kathleen Davis, WSDOT

## Puget Sound Regional Council



August 11, 2010

The Honorable Dow Constantine, Executive  
King County Executive Office  
701 5<sup>th</sup> Ave, Suite 3210  
Seattle, WA 98104

Dear Executive Constantine:

I'm pleased to congratulate your organization on receiving \$15,000,000 in PSRC funding for the South Park Bridge project. The PSRC Executive Board voted unanimously in July to approve these additional federal funds to keep this important regional transportation project moving forward. The \$15,000,000 can be utilized quickly for the demolition of the existing bridge.

PSRC began funding efforts to replace the South Park Bridge in 1999 and provided additional funds in 2002, 2006, and 2009. The bridge serves two regionally designated Manufacturing and Industrial Centers, which together support roughly 80,000 jobs. With this additional \$15,000,000, PSRC has provided the project a total of \$24.7 million to date.

This project will improve local and regional mobility and represents another step forward in accomplishing our long-range regional transportation plan. PSRC is pleased to be able to help local jurisdictions move priority transportation projects forward in a challenging economic climate.

Thanks to your leadership and excellent work by your staff, we're making progress on creating the safe and efficient transportation system key to ensuring future economic prosperity and high quality of life in the region.

At PSRC we are deeply committed to the future of the region's communities, and we look forward to continuing to partner with you to advance transportation, economic development and land use solutions that work locally and regionally.

Warm regards,

A handwritten signature in black ink that reads "Bob". The signature is stylized and appears to be written over a printed name.

Bob Drewel

Executive Director

Cc: Councilmember Julia Patterson  
Councilmember Reagan Dunn  
Ron Posthuma, Assistant Director



## FISCAL NOTE

Ordinance/Motion No. 00-  
 Title: Interlocal Agreement Between Port of Seattle and King County  
 Affected Agency and/or Agencies: Dept. of Transportation - Road Services Division CIP  
 Note Prepared By: Florencia Donato, Project/Program Manager III, Road Services Division  
 Note Reviewed By: Shelley De Wys, Office of Performance, Strategy, and Budget

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

## Revenue to:

Fund/Agency	Fund	Revenue	Current Year	2012	2013	2014
	Code	Source				
Roads CIP	3860	Bonds	30,000,000	0	0	0
	3860	Fed Bridge Grant	20,000,000			
	3860	Tiger II Grant	34,000,000			
	3860	TIB	10,000,000			
	3860	City of Seattle	15,000,000			
	3860	PSRC	15,000,000			
	3860	<b>Port of Seattle</b>	<b>4,466,000</b>			
	3860	Freight Mobility	5,000,000			
	3860	Road Fund	1,428,642			
	3860	Earmark	3,000,000			
<b>TOTAL</b>			<b>137,894,642</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Expenditures from:

Fund/Agency	Fund	Department	Current Year	2012	2013	2014
	Code					
Roads CIP	3860	737	137,894,642		0	0
<b>TOTAL</b>			<b>137,894,642</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Expenditures by Categories

	Current Year	2012	2013	2014
Preliminary Engineering - Option 001				
ROW- Acquisition - Option 002				
Construction - Option 003	116,476,000			
Construction Engineering - Option 009	21,418,642			
<b>TOTAL</b>	<b>137,894,642</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Notes:

The breakdown of the total expenditures is detailed on Exhibit E - used as attachment to the ILA

This funding plan is consistent with the adopted Road Services Division Capital Improvement Program and no supplemental appropriation

